

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 68	
2. CONTRACT NO. GS-35F-0131R		3. AWARD/EFFECTIVE DATE 28-Jun-2011		4. ORDER NUMBER W91QUZ-11-F-0027		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME			b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY ARMY CONTRACTING COMMAND-NCR 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700 TEL: FAX:		CODE W91QUZ		10. THIS ACQUISITION IS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	
				<input checked="" type="checkbox"/> UNRESTRICTED		<input type="checkbox"/> SEE SCHEDULE	
				SET ASIDE: % FOR		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
				<input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB		13b. RATING	
				SIZE STD: \$25M NAICS: 511210		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY			
SEE SCHEDULE				SEE ITEM 9			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
1P3C5 CARAHSOFT TECHNOLOGY CORPORATION CRAIG ABOD 12369 SUNRISE VALLEY DR STE D2 RESTON VA 20191-5430 TEL. 703-871-8500		FACILITY CODE		HQ0304 DFAS COLUMBUS ATTN: ST LOUIS DFAS-JA.QBAC/CO ATTN: ST. LOUIS P.O. BOX 182307 COLUMBUS OH 43218-2307			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
See Schedule						\$33,733,294.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Donna S. Harris</i>		28-Jun-2011	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DONNA S. HARRIS / CONTRACTING OFFICER TEL: 703-325-4625 EMAIL: donna.s.harris@us.army.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 68	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Dollars, U.S.	\$31,850,000.00	\$31,850,000.00
	Business Suite Expert User Licenses FFP 23,500 SAP Business Suite Expert User Licenses with bill of materials in accordance with Attachments A&B and C, 348 SAP Business Suite Developer Users, and the De-Restriction of Existing Army Licenses. (Base Period). The order incorporates by reference BPA N00104-08-A-ZF43. FOB: Destination				
NET AMT					\$31,850,000.00
000101					\$0.00
	Funding for CLIN 0001 FFP FOB: Destination				
NET AMT					\$0.00
	ACRN AA CIN: MIPR1HESISF054000101				\$11,475,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Funding for CLIN 0001 FFP FOB: Destination				\$0.00
NET AMT					\$0.00
ACRN AB CIN: 00000000000000000000000000000000					\$10,000,000.00
000103	Funding for CLIN 0001 FFP FOB: Destination				\$0.00
NET AMT					\$0.00
ACRN AC CIN: GFEB001006752200010					\$1,000,000.00
000104	Funding for CLIN 0001 FFP FOB: Destination				\$0.00
NET AMT					\$0.00
ACRN AD CIN: GFEB001006715200001					\$8,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105	Funding for CLIN 0001 FFP FOB: Destination				\$0.00
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NET AMT					\$0.00
ACRN AE CIN: W909FA117200010001					\$1,374,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Enterprise Support for CLIN 0001 FFP SAP Enterprise Support for CLIN 0001 through 30 September 2011. (Base Period). The order incorporates by reference BPA N00104-08-A-ZF43. FOB: Destination	1	Dollars, U.S.	\$1,751,750.00	\$1,751,750.00
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NET AMT					\$1,751,750.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	Funding for CLIN 0002 FFP FOB: Destination				\$0.00
NET AMT					\$0.00
ACRN AA CIN: MIPR1HESISF05400201					\$1,751,750.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Dollars, U.S.	\$143,250.00	\$143,250.00
OPTION	Business Suite Expert User Licenses FFP Business Suite Expert User Licenses in minimum quantities of 250 (purchased as necessary throughout the base period). (Base Period). The order incorporates by reference BPA N00104-08-A-ZF43. FOB: Destination				
NET AMT					\$143,250.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Dollars, U.S.	\$7,878.75	\$7,878.75

OPTION Enterprise Support for CLIN 0003
FFP
Enterprise Support for CLIN 0003. (Base Period). The order incorporates by
reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$7,878.75
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Dollars, U.S.	\$115,208.00	\$115,208.00

14 SAP Complex Assembly
FFP
14 SAP Complex Assembly Manufacturing Solution (CAMS) Licenses. The order
incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$115,208.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000501	Funding for CLIN 0005 FFP FOB: Destination				\$0.00
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NET AMT	\$0.00
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ACRN AA	\$115,208.00
CIN: MIPR1HESISF054000501	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Dollars, U.S.	\$6,336.00	\$6,336.00

SAP Product Specific Support
FFP
SAP Product Specific Support for CLIN 0005 through 30 September 2011. The
order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$6,336.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000601

Funding for CLIN 0006
FFP
FOB: Destination

\$0.00

NET AMT

\$0.00

ACRN AA
CIN: MIPR1HESISF054000601

\$6,336.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0007

1
1 Data Quality Address Directories
FFP
1 Data Quality Address Directories Subscription specifically the United States
National Directory for unlimited servers through 23 June 2012. The order
incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

Dollars,
U.S.

\$10,000.00

\$10,000.00

NET AMT

\$10,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000701	Funding for CLIN 0007 FFP FOB: Destination				\$0.00
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NET AMT	\$0.00
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ACRN AA	\$10,000.00
CIN: MIPR1HESISF054000701	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0010		1	Dollars, U.S.	\$9,534,155.50	\$9,534,155.50
OPTION	Secure Product Support for Large Enterpr FFP Secure Product Support for Large Enterprises (PSLE) for existing licenses that are co-terminated as of 30 September 2011, and CLIN 0001. (First Option Period). The order incorporates by reference BPA N00104-08-A-ZF43. FOB: Destination				

NET AMT	\$9,534,155.50
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Dollars, U.S.	\$3,724,500.00	\$3,724,500.00

OPTION Business Suite Expert User Licenses
FFP
6,500 Business Suite Expert User Licenses (CLIN valid through 30 December 2011). (First Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$3,724,500.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Dollars, U.S.	\$474,873.00	\$474,873.00

OPTION Secure PSLE for CLIN 0011
FFP
Secure PSLE for CLIN 0011. Period of performance date of exercise of CLIN 0011 through 30 September 2012. (First Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$474,873.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Dollars, U.S.	\$143,250.00	\$143,250.00

OPTION Business Suite Expert User Licenses
FFP
Business Suite Expert User Licenses in minimum quantities of 250 (purchased as necessary throughout the first option period). (First Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$143,250.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Dollars, U.S.	\$6,088.00	\$6,088.00

OPTION Secure PSLE for CLIN 0013
FFP
Secure PSLE for CLIN 0013. Period of performance date of exercise of CLIN 0013 through 30 September 2012. (First Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$6,088.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Dollars, U.S.	\$25,345.00	\$25,345.00

OPTION SAP Product Specific Support
FFP
SAP Product Specific Support for CLIN 0005. Period of Performance is 1 October 2011 through 30 September 2012. The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$25,345.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	Dollars, U.S.	\$10,000.00	\$10,000.00

OPTION 1 Data Quality Address Directories
FFP
1 Data Quality Address Directories Subscription specifically the United States National Directory for unlimited servers. Period of Performance is 24 June 2012 through 23 June 2013. The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$10,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020		1	Dollars, U.S.	\$10,192,665.00	\$10,192,665.00
OPTION	Secure PSLE for all existing Licenses FFP Secure PSLE for all existing Licenses. Period of Performance is 1 October 2012 through 30 September 2013. The order incorporates by reference BPA N00104-08-A-ZF43. FOB: Destination				
NET AMT					\$10,192,665.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021		1	Dollars, U.S.	\$2,292,000.00	\$2,292,000.00
OPTION	Business Suite Expert User Licenses FFP 4,000 Business Suite Expert User Licenses (CLIN valid through 30 December 2012). (Second Option Period). The order incorporates by reference BPA N00104-08-A-ZF43. FOB: Destination				
NET AMT					\$2,292,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022		1	Dollars, U.S.	\$292,230.00	\$292,230.00

OPTION Secure PSLE for CLIN 0021
FFP
Secure PSLE for CLIN 0021. Period of performance date of exercise of CLIN 0021 through 30 September 2013. (Second Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$292,230.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023		1	Dollars, U.S.	\$143,250.00	\$143,250.00

OPTION Business Suite Expert User Licenses
FFP
Business Suite Expert User Licenses in minimum quantities of 250 (purchased as necessary throughout the second option period). (Second Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$143,250.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024		1	Dollars, U.S.	\$6,088.00	\$6,088.00

OPTION Secure PSLE for CLIN 0023
FFP
Secure PSLE for CLIN 0023. Period of performance date of exercise of CLIN 0023 through 30 September 2013. (Second Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$6,088.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025		1	Dollars, U.S.	\$25,345.00	\$25,345.00

OPTION SAP Product Specific Support
FFP
SAP Product Specific Support for CLIN 0005. Period of Performance 1 October 2012 through 30 September 2013. The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$25,345.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026		1	Dollars, U.S.	\$10,000.00	\$10,000.00

OPTION 1 Data Quality Address Directories
FFP
1 Data Quality Address Directories Subscription specifically the United States National Directory for unlimited servers. Period of Performance is 24 June 2013 through 23 June 2014. The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$10,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030		1	Dollars, U.S.	\$10,607,650.00	\$10,607,650.00

OPTION Secure PSLE for all existing licenses
FFP
Secure PSLE for all existing licenses. Period of performance is 1 October 2013 through 30 September 2014. (Third Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$10,607,650.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031		1	Dollars, U.S.	\$2,292,000.00	\$2,292,000.00

OPTION Business Suite Expert User Licenses
FFP
4,000 Business Suite Expert User Licenses (CLIN valid through 30 December 2013). (Third Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$2,292,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032		1	Dollars, U.S.	\$292,230.00	\$292,230.00

OPTION Secure PSLE for CLIN 0031
FFP
Secure PSLE for CLIN 0031. Period of performance is the date of award of CLIN 0031 through 30 September 2014. (Third Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$292,230.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033		1	Dollars, U.S.	\$143,250.00	\$143,250.00

OPTION Business Suite Expert User Licenses
FFP
Business Suite Expert User Licenses in minimum quantities of 250 (purchased as necessary throughout the third option period). (Third Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$143,250.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034		1	Dollars, U.S.	\$6,088.00	\$6,088.00

OPTION Secure PSLE for CLIN 0033
FFP
Secure PSLE for CLIN 0033. Period of performance is the date of award of CLIN 0033 through 30 September 2014. (Third Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$6,088.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035		1	Dollars, U.S.	\$25,345.00	\$25,345.00

OPTION SAP Product Specific Support
FFP
SAP Product Specific Support for CLIN 0005. Period of Performance 1 October 2013 through 30 September 2014. The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$25,345.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036		1	Dollars, U.S.	\$10,000.00	\$10,000.00

OPTION 1 Data Quality Address Directories
FFP
1 Data Quality Address Directories Subscription specifically the United States National Directory for unlimited servers. Period of Performance is 24 June 2014 through 23 June 2015. The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$10,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040		1	Dollars, U.S.	\$11,022,635.00	\$11,022,635.00
OPTION	Secure PSLE for all existing licenses FFP Secure PSLE for all existing licenses. Period of performance is 1 October 2014 through 30 September 2015. (Fourth Option Period). The order incorporates by reference BPA N00104-08-A-ZF43. FOB: Destination				
NET AMT					\$11,022,635.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041		1	Dollars, U.S.	\$2,292,000.00	\$2,292,000.00
OPTION	Business Suite Expert User Licenses FFP 4,000 Business Suite Expert User Licenses (CLIN valid through 30 December 2014). (Fourth Option Period). The order incorporates by reference BPA N00104-08-A-ZF43. FOB: Destination				
NET AMT					\$2,292,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042		1	Dollars, U.S.	\$292,230.00	\$292,230.00

OPTION Secure PSLE for CLIN 0041.
FFP
Secure PSLE for CLIN 0041. Period of performance is the date of award of CLIN 0041 through 30 September 2015. (Fourth Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$292,230.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043		1	Dollars, U.S.	\$143,250.00	\$143,250.00

OPTION Business Suite Expert User Licenses
FFP
Business Suite Expert User Licenses in minimum quantities of 250 (purchased as necessary throughout the fourth option period). (Fourth Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$143,250.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044		1	Dollars, U.S.	\$6,088.00	\$6,088.00

OPTION Secure PSLE for CLIN 0043
FFP
Secure PSLE for CLIN 0043. Period of performance is the date of award of CLIN 0043 through 30 September 2015. (Fourth Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$6,088.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045		1	Dollars, U.S.	\$25,345.00	\$25,345.00

OPTION SAP Product Specific Support
FFP
SAP Product Specific Support for CLIN 0005. Period of Performance 1 October 2014 through 30 September 2015. The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$25,345.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046		1	Dollars, U.S.	\$10,000.00	\$10,000.00

OPTION 1 Data Quality Address Directories
FFP
1 Data Quality Address Directories Subscription specifically the United States National Directory for unlimited servers. Period of Performance is 24 June 2014 through 23 June 2015. The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$10,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050		1	Dollars, U.S.	\$11,437,620.00	\$11,437,620.00

OPTION Secure PSLE for all existing licenses
FFP
Secure PSLE for all existing licenses. Period of performance is 1 October 2015 through 23 June 2016. (Fifth Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$11,437,620.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051		1	Dollars, U.S.	\$2,292,000.00	\$2,292,000.00

OPTION Business Suite Expert User Licenses
FFP
4,000 Business Suite Expert User Licenses (CLIN valid through 30 December 2015). (Fifth Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$2,292,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052		1	Dollars, U.S.	\$292,230.00	\$292,230.00

OPTION Secure PSLE for CLIN 0051
FFP
Secure PSLE for CLIN 0051. Period of performance is the date of award of CLIN 0051 through 30 September 2015. (Fourth Option Period). The order incorporates by reference BPA N00104-08-A-ZF43.
FOB: Destination

NET AMT	\$292,230.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053					\$0.00
OPTION	Business Suite Expert User Licenses FFP Business Suite Expert User Licenses in minimum quantities of 250 (purchased as necessary throughout the fourth option period). (Fifth Option Period). The order incorporates by reference BPA N00104-08-A-ZF43. FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054					\$0.00
OPTION	Secure PSLE for CLIN 0053 FFP Secure PSLE for CLIN 0053. Period of performance is the date of award of CLIN 0054 through 23 June 2016. The order incorporates by reference BPA N00104-08-A-ZF43. FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055					\$0.00
OPTION	SAP Product Specific Support FFP SAP Product Specific Support for CLIN 0005. Period of Performance 1 October 2015 through 23 June 2016. The order incorporates by reference BPA N00104-08-A-ZF43. FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056					\$0.00
OPTION	1 Data Quality Address Directories FFP 1 Data Quality Address Directories Subscription specifically the United States National Directory for unlimited servers. Period of Performance is 1 October 2015 through 23 June 2016 (Prorated). The order incorporates by reference BPA N00104-08-A-ZF43. FOB: Destination				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060					\$0.00

Business Suite Expert User Licenses
FFP

25,000 Business Suite Expert User Licenses in support of Logistics Modernization Program (LMP). This is a one-time purchase valid through 29 May 2016. (Additional Options) The order incorporates by reference BPA N00104-08-A-ZF43.

FOB: Destination

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061					\$0.00

Secure PSLE for CLIN 0060
FFP

Secure PSLE for CLIN 0060. The Period of Performance is the date of award of CLIN 0060 thru 30 September of the government fiscal year of purchase. The order incorporates by reference BPA N00104-08-A-ZF43.

FOB: Destination

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062	50,000 Business Suite Employee FFP 50,000 Business Suite Employee Self Service Users (named users) in support of LMP. This is a one-time purchase valid through 29 May 2016. FOB: Destination				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	Secure PSLE for CLIN 0062 FFP Period of Performance is the date of the award of CLIN 0062 through 30 September of the government fiscal year of purchase. The order incorporates by reference BPA N00104-08-A-ZF43. FOB: Destination				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064	SAP Licenses FFP SAP Software Product Licenses FOB: Destination PURCHASE REQUEST NUMBER: W909FA11780001	1	Lot		\$0.00
NET AMT					\$0.00
ACRN AB CIN: W909FA117800010001					\$10,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0065	SAP Enterprise Licenses Buy FFP SAP Enterprise Licenses Buy FOB: Destination PURCHASE REQUEST NUMBER: 0010067522	1	Each		\$0.00
NET AMT					\$0.00
ACRN AC CIN: GFEB001006752200010					\$1,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0066	SAP LICENSE BUY FFP GFEBS Tech POC: Tara Miner, (703) 682-3607 GFEBS Financial POC: Adele Jones, (703) 682-3649 Email: Adele.s.jones@us.army.mil FOB: Destination PURCHASE REQUEST NUMBER: 0010067152	1	Lump Sum		\$0.00
NET AMT					\$0.00
ACRN AD CIN: GFEBS001006715200001					\$8,000,000.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	Government
000102	N/A	N/A	N/A	Government
000103	N/A	N/A	N/A	Government
000104	N/A	N/A	N/A	Government
000105	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	N/A	N/A	N/A	Government
000501	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
000601	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
000701	N/A	N/A	N/A	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0020	N/A	N/A	N/A	Government
0021	Destination	Government	Destination	Government

0022	N/A	N/A	N/A	Government
0023	Destination	Government	Destination	Government
0024	N/A	N/A	N/A	Government
0025	N/A	N/A	N/A	Government
0026	N/A	N/A	N/A	Government
0030	Destination	Government	Destination	Government
0031	Destination	Government	Destination	Government
0032	Destination	Government	Destination	Government
0033	Destination	Government	Destination	Government
0034	Destination	Government	Destination	Government
0035	N/A	N/A	N/A	Government
0036	N/A	N/A	N/A	Government
0040	Destination	Government	Destination	Government
0041	Destination	Government	Destination	Government
0042	Destination	Government	Destination	Government
0043	Destination	Government	Destination	Government
0044	Destination	Government	Destination	Government
0045	N/A	N/A	N/A	Government
0046	N/A	N/A	N/A	Government
0050	Destination	Government	Destination	Government
0051	Destination	Government	Destination	Government
0052	Destination	Government	Destination	Government
0053	Destination	Government	Destination	Government
0054	Destination	Government	Destination	Government
0055	N/A	N/A	N/A	Government
0056	N/A	N/A	N/A	Government
0060	Destination	Government	Destination	Government
0061	Destination	Government	Destination	Government
0062	N/A	N/A	N/A	Government
0063	N/A	N/A	N/A	Government
0064	N/A	N/A	N/A	Government
0065	N/A	N/A	N/A	Government
0066	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 24-JUN-2011 TO 30-SEP-2011	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A

000105	N/A	N/A	N/A	N/A
0002	POP 24-JUN-2011 TO 30-SEP-2011	N/A	N/A FOB: Destination	
000201	N/A	N/A	N/A	N/A
0003	POP 24-JUN-2011 TO 30-SEP-2011	N/A	N/A FOB: Destination	
0004	POP 24-JUN-2011 TO 30-SEP-2011	N/A	N/A FOB: Destination	
0005	N/A	N/A	N/A	N/A
000501	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
000601	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
000701	N/A	N/A	N/A	N/A
0010	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	
0011	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	
0012	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	
0013	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	
0014	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	
0015	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	
0016	POP 24-JUN-2012 TO 23-JUN-2013	N/A	N/A FOB: Destination	
0020	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	
0021	N/A	N/A	N/A	N/A
0022	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	

0023	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	
0024	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	
0025	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	
0026	N/A	N/A	N/A	N/A
0030	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination	
0031	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination	
0032	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination	
0033	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination	
0034	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination	
0035	POP 01-OCT-2013 TO 30-SEP-2014	N/A	N/A FOB: Destination	
0036	POP 24-JUN-2014 TO 23-JUN-2015	N/A	N/A FOB: Destination	
0040	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination	
0041	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination	
0042	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination	
0043	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination	
0044	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination	
0045	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination	
0046	POP 24-JUN-2015 TO 23-JUN-2016	N/A	N/A FOB: Destination	

0050	POP 01-OCT-2015 TO 23-JUN-2016	N/A	N/A FOB: Destination	
0051	N/A	N/A	N/A	N/A
0052	POP 01-OCT-2015 TO 23-JUN-2016	N/A	N/A FOB: Destination	
0053	POP 01-OCT-2015 TO 23-JUN-2016	N/A	N/A FOB: Destination	
0054	POP 01-OCT-2015 TO 23-JUN-2016	N/A	N/A FOB: Destination	
0055	POP 01-OCT-2015 TO 23-JUN-2016	N/A	N/A FOB: Destination	
0056	POP 01-OCT-2015 TO 23-JUN-2016	N/A	N/A FOB: Destination	
0060	N/A	N/A	N/A	N/A
0061	N/A	N/A	N/A	N/A
0062	N/A	N/A	N/A	N/A
0063	N/A	N/A	N/A	N/A
0064	POP 01-JUL-2011 TO 30-JUN-2012	N/A	PM GCSS-ARMY CHARITA BRANSCOMB 3811 CORPORATE ROAD PETERSBURG VA 23805 804-734-5589 FOB: Destination	W909FA
0065	18-JUL-2011	1	PM AESIP PM AESIP 5911 KINGSTOWNE VILLAGE PKWY STE. 400 ALEXANDRIA, VA VA 22315 FOB: Destination	W56DRP
0066	22-JUN-2011	1	W6DY PEO EIS W6DY PEO EIS GFEBs PROJ OFC SUITE 400 5911 KINGSTOWNE VILLAGE PKWY ALEXANDRIA VA 22315-0000 703-805-3200 FOB: Destination	W91M1Y

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 AC5E 62 7510 SM2D60.00000 25FA L6RPZZZ MIPR1HESISF054 10602 S28043

AMOUNT: \$13,358,294.00

CIN MIPR1HESISF054000101: \$11,475,000.00

CIN MIPR1HESISF054000501: \$115,208.00

CIN MIPR1HESISF054000601: \$6,336.00

CIN MIPR1HESISF054000701: \$10,000.00

CIN MIPR1HESISF05400201: \$1,751,750.00

AB: 211203500005T5T105289992011631EG125T0MW909FA117800015TOM12035052

AMOUNT: \$20,000,000.00

CIN 00000000000000000000000000000000: \$10,000,000.00

CIN W909FA117800010001: \$10,000,000.00

AC: 0212011201320350000WW1W1131E5XI70001

6100.9000021001

COST CODE: A5XI7

AMOUNT: \$2,000,000.00

CIN GFEB001006752200010: \$2,000,000.00

AD: 0212011201320350000BBEBE42525XI40001 301565.2035.PMOSAPL 6100.9000021001

COST CODE: A5XI4

AMOUNT: \$16,000,000.00

CIN GFEB001006715200001: \$16,000,000.00

AE: 2112035000005T5T105289992011631EG125TOMW909FA117200015TOM12035052

AMOUNT: \$1,374,000.00

CIN W909FA117200010001: \$1,374,000.00

WAWF

CLAUSES INCORPORATED BY FULL TEXT

ARMY ELECTRONIC INVOICING INSTRUCTIONS (FEB 2006)

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

☒ Wide Area Workflow (WAWF) (see instructions below)

☐ Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)

☐ American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats
(<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

☐ Other (please specify _____)

DFAS POC and Phone: _____

WAWF is the preferred method to electronically process vendor requests for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) [DFAS COLUMBUS PO BOX 182317, COLUMBUS, OH 43218-2317] at [Contracting Office fill in DFAS vendor pay phone number here] or faxed to [Contracting Office fill in DFAS vendor pay fax phone number here]. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <https://myinvoice.csd.disa.mil>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT [Check the appropriate block]

- ☐ Commercial Item Financing
- ☐ Construction Invoice (Contractor Only)
- ☐ Invoice (Contractor Only)
- ☒ Invoice and Receiving Report (COMBO)
- ☐ Invoice as 2-in-1 (Services Only)
- ☐ Performance Based Payment (Government Only)
- ☐ Progress Payment (Government Only)
- ☐ Cost Voucher (Government Only)
- ☐ Receiving Report (Government Only)
- ☐ Receiving Report With Unique Identification (UID) Data (Government Only)

UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.

- ☐ Summary Cost Voucher (Government Only)

CAGE CODE: [1P3C5]

ISSUE BY DODAAC: [W91QUZ]

ADMIN BY DODAAC: [W91QUZ]

INSPECT BY DODAAC: [W15QPC]

ACCEPT BY DODAAC: [W15QPC]

SHIP TO DODAAC: [W15QPC]

LOCAL PROCESSING OFFICE DODDAC: [Enter LPO DoDAAC here if applicable]

PAYMENT OFFICE DoDAAC: []

EMAIL POINTS OF CONTACT LISTING: (Use Group e-mail accounts if applicable)

INSPECTOR: [clifford.stevens@us.army.mil]

ACCEPTOR: [clifford.stevens@us.army.mil]

RECEIVING OFFICE POC: [clifford.stevens@us.army.mil]

CONTRACT ADMINISTRATOR: [donna.s.harris@us.army.mil]

CONTRACTING OFFICER: [donna.s.harris@us.army.mil]

ADDITIONAL CONTACT: [calvin.artis@us.army.mil]

For more information contact [Enter Contract Specialist's and/or Contracting Officer's name, email and phone here]

TERMS AND CONDITIONS

Terms and Conditions

1) This order incorporates the Terms and Conditions of the Carahsoft SAP BPA.

2) 52.217-6 -- Option for Increased Quantity.

As prescribed in 17.208(d), insert a clause substantially the same as the following:

Option for Increased Quantity (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within three (3) days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

5) 52.217-7 -- Option for Increased Quantity -- Separately Priced Line Item.

As prescribed in 17.208(e), insert a clause substantially the same as the following:

Option for Increased Quantity -- Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within [insert in the clause the period of time in which the Contracting Officer has to exercise the option]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

6) 52.217-9 -- Option to Extend the Term of the Contract.

As prescribed in 17.208(g), insert a clause substantially the same as the following:

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 2 days before the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

ADDITIONAL TERMS AND CONDITIONS SECTION 1

CARAHSOFT TECHNOLOGY CORPORATION

US ARMY SOFTWARE ORDER FORM

END CUSTOMER NAME: US ARMY ("CUSTOMER")

End Customer Address: 9350 HALL ROAD, SUITE 326
FT. BELVOIR, VA 22060

Appendix 1

1. **NAMED USER DEFINITIONS:** As used herein, SAP BusinessObjects Portfolio ("SBOP") shall mean any licensed Software or third party software identified under Appendices to the Agreement as an applicable Business Intelligence or Information Management package or product (if any), Enterprise Performance Management package or product (if any), and/or Governance, Risk and Compliance package or product (if any).

Named Users may include US Army employees, US Army Contractors, or "Other Individuals" provided they are Using the SAP Software to support US Army operations and missions only. "Other Individuals" may include US government employees or individuals from allied nations provided they are Using the SAP Software to support US Army operations and missions only. All individuals Using the SAP Software must be licensed as a Named User whether their Use is full or part time, unless specifically covered by an exception in this order.

- 1.1 **"SAP Business Suite Developer User"** is a Named User authorized to access the development tools provided with the licensed Software for the purpose of modifying the licensed Software and also includes the rights granted under the SAP NetWeaver Developer User and the SAP Business Suite Employee User.
- 1.2 **"SAP Business Suite Expert User"** is a Named User authorized to perform all roles supported by SBOP (excluding modifying SBOP) and also includes the rights granted under the SAP Business Suite Professional User.
- 1.3 **"SAP Business Suite Business Expert Upgrade User"** is a Named User authorized to perform all roles supported by SBOP (excluding modifying SBOP) provided such Named User is also an individual licensed from SAP as a Business Suite Professional User and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying Business Suite User for so long as Licensee continues to receive support under the license agreement.
- 1.4 **"TED SAP Business Suite Expert User (Temporary Expeditionary Deployment ("TED")– Non-Army personnel)"** is a named user that: (i) is an individual external to the US Army only, such as Joint and/or Coalition partners; (ii) supporting a TED of the US Army during time of declared war or an Executive Order of the President; and (iii) includes the rights granted under the SAP Business Suite Expert User.

The following restrictions apply to this TED User: (i) These Users shall only be able to Use the SAP Software during a period equal to the length of the TED or twelve (12) months, whichever is shorter; (ii) At the end of the TED period or 12 months the Army will ensure these Users are de-activated; (iii) These Users will be centrally managed and controlled through the Computer Hardware, Enterprise Software and Services (CHESS) Program office and (iv) the Army may not license additional TED Users.

- 1.5 **"SAP Business Suite Professional User"** is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the SAP Business Suite Employee User.

- 1.6** "SAP Business Suite Employee User" is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) Use (excluding the right to modify and/or customize) standard and interactive reports delivered with the licensed Software, (ii) perform talent management self-services (including employee appraisals, employee development plans, employee training registration, and employee opportunity inquiry and response), (iii) travel planning / expense reporting self services, (iv) perform desktop procurement self services, and (v) room reservation self-services. Each SAP Business Suite Employee User also includes the rights granted under the SAP Business Suite ESS User.
- 1.7** "SAP Business Suite Employee Self Service (ESS) User" is a Named User authorized to perform the following HR self-services roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) employee records maintenance, (ii) employee time and attendance entry, (iii) employee directory, and (iv) benefits enrollment. Further, an ESS User is also authorized to access "Non-SAP Content" that resides on Licensee's "SAP Portal", so long as accessing such Non-SAP Content doesn't require or result in any Use of the licensed Software (beyond access to such Non-SAP Content as it resides on Licensee's SAP Portal). As used in this ESS User definition, (i) "Non-SAP Content" means information created through no Use of the licensed Software and (ii) "SAP Portal" means any portal created by Licensee Using SAP Enterprise Portal Software (as provided with the licensed SAP NetWeaver Software) which provides appropriately licensed Named Users a common access point by which to Use licensed SAP Software.

- 2. LICENSED SOFTWARE:** The Software licensed to Licensee pursuant to this Appendix consists of the components identified below and specified as being licensed. Unless specifically covered by an exception in this Order, only individuals licensed as Named Users under the Agreement are permitted to Use the Software and third party software licensed under the Agreement. Such Use shall be in accordance with their respective Named User type and in accordance with identified licensed Level. At the request of Carahsoft and SAP, no more than annually, Licensee shall deliver to Carahsoft and SAP a report, as defined by SAP, evidencing Licensee's usage of the Software. Such request shall not unreasonably interfere with Licensee's operations and shall be subject to appropriate provisions protecting confidentiality.

Licensed SAP Software may utilize limited functionality of other SAP Software products ("SAP Runtime Software"). Unless Licensee has expressly licensed the SAP Runtime Software (under this or a separate Appendix), Licensee's Use of such SAP Runtime Software is limited to access by and through the licensed SAP Software for the sole purpose of enabling performance of the licensed SAP Software. In the event Licensee Uses the SAP NetWeaver tools to build and/or operate a custom developed or third party application outside the ERP landscape, additional license fees may be required.

There are no applicable country/language specific versions licensed by Licensee from SAP hereunder.

If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services, such affiliate or subsidiary shall not be licensed under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties. Carahsoft and SAP agree to negotiate in good faith the inclusion of any such affiliate or subsidiary.

2.1 SAP APPLICATION

2.1.1 SAP BUSINESS SUITE NAMED USERS:

Named Users	Licensed Level
SAP Business Suite Developer User	348
SAP Business Suite Expert User	25,320
SAP Business Suite Business Expert Upgrade User	27,104
TED SAP Business Suite Expert User (TED – Non-Army personnel)	2,000

2.1.2 SAP ERP RELATED SOFTWARE:

"X" if Licensed	Software	License Metric	Licensed Level
X	Sales/Service Order Processing	Sales/Service Orders Processed Per Year ⁽¹⁾ (Thousands)	100,000
X	Purchase Order Processing	Purchase Orders Processed per Year ⁽¹⁾ (Thousands)	100,000
X	SAP Environmental Health & Safety (EHS) Management ⁽²⁾	Number of Employees ⁽³⁾ (units of 100)	6,000
X	SAP Real Estate Management - Office, Retail and Industrial Property Management	Number of Users	250
X	SAP Real Estate Management – Land Management	Number of Parcels of Land (Thousands)	50

- (1) Required only in the event Sales/Service Orders are entered into the Software by individuals that are not employees of Licensee, its Affiliates or employees of Business Partners. Each individual order against a master order shall be considered a separate order. Includes both zero value and non-zero value orders.
- (2) SAP does not support dangerous goods / hazardous material checks (particularly with regard to classes 1 and 7) and therefore does not deliver any such checks with its Software. The Licensee is responsible for reviewing any dangerous goods / hazardous material checks made by Using SAP Software.
- (3) For purposes of this product, Number of Employees equals active duty Army personnel

2.2 INDUSTRY PACKAGES LICENSED:**SAP for Aerospace & Defense:**

"X" if Licensed	Software	License Metric	Licensed Level
X	SAP Service Parts Planning for Aerospace & Defense	Amount of Service Parts Inventory (Millions)	100
X	SAP Demand and Supply Planning for Aerospace & Defense	Total Logistic Locations ⁽¹⁾	30
X	SAP Extended Manufacturing for Aerospace & Defense	Number of Midsize Plants	5
X	SAP Extended Warehousing for Aerospace & Defense	Number of Large Warehouses	50

(1) Logistic Locations are defined as plants, distribution centers, customers and suppliers/vendors modeled in SAP APO (Advanced Planning and Optimization) where products or resources are planned.

SAP for Transportation & Logistics:

"X" if Licensed	Software	License Metric	Licensed Level
X	SAP SPEC 2000 for Transportation & Logistics	Number of Spare Parts Material Master Records (Units of Fifty Thousand)	40
X	SAP Transportation Optimization ⁽¹⁾	Mio USD Freight Costs	1,000

(1) Customers do not require Named User license.

SAP for Public Sector:

"X" if Licensed	Software	License Metric	Licensed Level
X	SAP Procurement for Public Sector ⁽¹⁾	Annual Public Sector Spend Budget (Millions)	20,000

(1) Suppliers do not require Named User License.

SAP for Defense and Security:

"X" if Licensed	Software	License Metric	Licensed Level
X	SAP Force Generation for Defense & Security	Weighted Size of the Organization in Full Time Equivalents (FTEs)	200,000
X	SAP Force Deployment for Defense & Security	Weighted Size of the Organization in Full Time Equivalents (FTEs)	200,000

2.3 SUPPLEMENTARY SOFTWARE LICENSED:**SAP NetWeaver Packages**

"X" if Licensed	Software	License Metric	Licensed Level
X	SAP NetWeaver Process Integration ⁽¹⁾	Number of CPUs	25
X	SAP NetWeaver OpenHub ⁽²⁾	Number of Installations (Productive System)	5
X	SAP NetWeaver BW Accelerator	Number of 4GB Blade Memory ⁽³⁾	200
X	SAP NetWeaver Information Lifecycle Management, retention management	Total Database Size in TB	100
X	SAP NetWeaver Foundation for Third Party Applications, CPU Based	Number of CPUs	10
X	SAP Partner Connectivity Kit	Number of Installations	5

(1) Process Integration includes use of the following Standard Technical Protocol Adapters: CICS Adapter by iWay, TMS/IMS Adapter by iWay, JD EDWARDS ONE WORLD XE Adapter by iWay, ORACLE Adapter by iWay, PeopleSoft Adapter by iWay, Siebel Adapter by iWay, JDE World Adapter by iWay, SAP NetWeaver Adapter for IDOCs, SAP NetWeaver Adapter for RFCs, SAP NetWeaver Adapter for File/FTP, SAP NetWeaver Adapter for Http(s), SAP NetWeaver Adapter for SOAP, SAP NetWeaver Adapter for JMS, SAP NetWeaver Adapter for JDBC, SAP NetWeaver Adapter for Mail Protocols (pop, imap, smtp), SAP NetWeaver Adapter for SAP BC Protocol.

(2) Open Hub may only be used to asynchronously extract data from SAP BW. Once data is asynchronously extracted to non-SAP software via Open Hub, there are no additional license fees for SAP Software or Users. Asynchronous extraction means downloading data in bulk (i.e., not in response to a real-time User or system-generated reporting query) for analytical purposes.

(3) SAP does not provide the blades. Licensee must obtain blades from a hardware provider. SAP does not restrict Licensee to any specific size of blade.

Supplementary Software

"X" if Licensed	Software	License Metric	Licensed Level
X	SAP Manufacturing Integration and Intelligence (SAP MII)	Number of Employees (Units of One Hundred)	7
X	SAP Auto ID Infrastructure	Number of Auto-ID Sites ⁽¹⁾	10
X	SAP Auto ID Enterprise	Number of Auto-ID Sites ⁽¹⁾	10
X	SAP Test Data Migration Server (TDMS)	Database Size of the Productive System	10

(in gigabytes-Units of 300GB)			
X	SAP Manufacturing Execution, Core	Number of Resources (Units of Fifty)	7

(1) An Auto-ID Site is a physical location identified by a street address where device(s) are capturing and transmitting data, connected to Auto-ID software. Multiple separate physical structures with no common walls and which have the same street address will be considered separate sites.

Support Related Software

"X" if Licensed	Software	License Metric	Licensed Level
X	SAP Solution Manager Adapter for SAP Quality Center by HP	Number of Connected Systems	4

Focus Business Solution Software

"X" if Licensed	Software	License Metric	Licensed Level
X	SAP Public Budget Formulation (PBF) ⁽¹⁾	All licensed Named Users are authorized to Use this Software to the extent of their Named User type.	N/A

(1) This licensed Software is a Focused Business Solution ("FBS Software") to which special support strategy and conditions apply. Accordingly, and notwithstanding anything to the contrary set forth in this Appendix or in the SAP Enterprise Support Schedule or SAP GSS Secure Product Support for Large Enterprises Schedule to the Agreement, Section 9.6 of the SAP Enterprise Support Schedule to the Agreement or Section 10.7 of the SAP GSS Secure Product Support for Large Enterprises Schedule, is amended to read as follows respective to FBS Software: (SAP Enterprise Support or SAP GSS Secure Product Support for Large Enterprises) for FBS Software shall be provided in accordance with the then current support strategy and conditions found at <http://service.sap.com/fbs/availability> (inclusive of any successor site(s) made known by SAP, the "Strategy & Conditions Site"). Further, such Strategy & Conditions Site is hereby amended to include the following terms: (i) FBS Software requires, as a prerequisite to its Use and installation, a specific version (e.g. release, service level pack, and/or enhancement pack) of certain SAP Software (the "Base Software"), which is identified on the Strategy & Conditions Site and must be separately licensed and installed by Licensee; (the Base Software for release 7.1 of PBF has been licensed in this Order); (ii) in the future, should SAP elect, in its sole and exclusive discretion, to make new release(s) of FBS Software commercially available as part of SAP Enterprise Support (although no new release(s) of FBS Software are planned at this time), such new release(s) may (a) differ functionally, (b) have different supported language(s) and/or (c) have different Base Software requirements from prior FBS Software release(s); (iii) mainstream and extended maintenance (i.e. SAP Enterprise Support or SAP GSS Secure Product Support for Large Enterprises) dates for FBS Software are targets, and therefore subject to change by SAP; (iv) maintenance and extended maintenance (i.e. SAP Enterprise Support or SAP GSS Secure Product Support for Large Enterprises) for any FBS Software release is contingent upon Licensee remaining subscribed to, and current on payment for maintenance (i.e. SAP Enterprise Support or SAP GSS Secure Product Support for Large Enterprises) for the applicable Base Software; (v) in no event will maintenance or extended maintenance (i.e. SAP Enterprise Support or SAP GSS Secure Product Support for Large Enterprises) for any FBS Software release be provided following the expiration or termination of mainstream or extended (as applicable) maintenance (i.e. SAP Enterprise Support or SAP GSS Secure Product Support for Large Enterprises) on the underlying Base Software.

SAP Business Objects Software

"X" If Licensed	Licensed Software	License Metric	Licensed Level
	BI PACKAGES		
X	SAP BusinessObjects BI Package ^{(1) (2)}	CPUs ^(a)	500
X	SAP BusinessObjects BI Package ^{(1) (2)(4) (5)}	CPUs ^(a)	32
	ENTERPRISE INFORMATION MANAGEMENT (EIM) PACKAGES		
X	Operational Enterprise Information Management Package ^{(1) (3)}	CPUs ^(a)	25
	SAP BUSINESSOBJECTS GOVERNANCE, RISK AND COMPLIANCE (GRC) SOLUTIONS		
X	SAP BusinessObjects Access Control ⁽¹⁾	All licensed Named Users are authorized to Use this Software to the extent of their Named User type.	N/A
X	SAP BusinessObjects Process Control ⁽¹⁾	All licensed Named Users are authorized to Use this Software to the extent of their Named User type.	N/A

^(a) The aggregate number of central processing units ("CPU") running the Software may not exceed the number of CPUs licensed. A multi-core chip processor with multiple processor cores shall be counted as follows: the first processor core shall be counted as one CPU, and each incremental processor core shall be counted as one-half CPU.

⁽¹⁾ Any licensed Software referencing this footnote is identified as an applicable SBOP package or product, and therefore, notwithstanding anything to the contrary set forth in the Agreement or any Appendices thereto, the following SAP Named User restrictions apply with respect to such Software: a) any Professional and Limited Professional Users of any kind (excluding Limited Professional Users that constitute "Special Users" as defined below) licensed under Appendices to the Agreement are only authorized to Use (excluding the right to modify and/or customize) standard and interactive reports delivered with such licensed Software, and reports created through Use of such licensed Software by appropriately licensed (under separate Appendix(ces)) Named Users (i.e. SAP Business Expert), solely for such individual's own purpose and not for or on behalf of other individuals; and b) any Special Users, Employee Users and Employee Self-Service Users of any kind licensed under Appendices to the Agreement shall have no Use rights of any kind respective to such licensed Software. "Special Users", as referenced in this footnote, mean any Users of any kind licensed under separate Appendices to the Agreement for which the associated Named User definition restricts such individual's Use of licensed (under separate Appendices to the Agreement) SAP Software and/or third party software to specifically defined components, functionality and/or business functions / transactions.

⁽²⁾ A license for the Premium edition of the SAP BusinessObjects Enterprise component ("Premium") is included in this Software.

⁽³⁾ Licensee acknowledges that this package is being licensed hereunder without address directories and, as such, some address cleansing functions of the product may be unusable without the licensing of such directories separately from Licenser or from a third party. In the event Licenser makes available and Licensee separately acquires a license to the address directories from Licenser, Licensee may be required to pay additional fees.

⁽⁴⁾ External users, defined as Business Partners shall be allowed to access predefined reports, hosted in Licensee's SAP BusinessObjects environment. Such predefined reports using Business Objects Software shall be produced by an SAP Business Suite Expert User. An SAP Business Suite Expert User license is required to activate the processing capabilities of the Software. As used herein, "activating the processing capabilities of the Software" means to design, author, edit, create, manage, deploy, input and update the Software. External users may view, explore refresh, schedule, export, zoom, sort, search, filter, drill, and apply basic formatting against a predefined report without the requirement of being licensed as a SAP Named User. However, such external users shall not be allowed to create and/or edit reports nor create or author any content. For purposes of clarification, access to such predefined reports does not include Use of Software which activates the processing capabilities of the Software.

- (5) In support of the Army Enterprise Systems Integration Program (AESIP), within PEO-EIS, or a subsequent ERP initiative that absorbs the current AESIP mission, SAP is providing a SAP BusinessObjects landscape, licensed on a CPU basis for use by the AESIP program only. Configured for cross functional business intelligence use, this SAP software implementation will support a broad user base with users who are licensed on a Business Suite Expert User license and some without ERP usage rights as defined in footnote 4 above. Section 2.5 of this Appendix does not apply to this AESIP implementation and the Army must license additional CPU's should AESIP exceed the Licensed Level stated herein.

2.4 DATABASE: INTERFACE ONLY (See section 8 below)

2.5 UNLIMITED LICENSE LEVELS:

(a) Carahsoft and SAP acknowledge Licensee's representation that, to the best of Licensee's knowledge, the License Levels specified above for the Software licensed in this Appendix reflect Licensee's levels for such License Levels as of the effective date of this Appendix. Upon execution of this Appendix, Licensee shall have licensed the Software specified in this Appendix for Use by Licensee and its Affiliates/Subsidiaries (as applicable).

Software License Levels and maintenance base for Software that is subject to this Section 2.5 reflect total License Levels and maintenance base for this Appendix and any prior Appendices licensing such Software. As such, Licensee acknowledges and agrees that not increasing the maintenance base for this Appendix is conditioned upon Licensee's continued payment in full of the Maintenance Fees for Software licensed under this Appendix and any prior Appendix or orders licensing the same type of Software as is subject to this Section 2.5.

With regard to the following Software only:

SAP Sales and Service Order Processing
 Purchase Order Processing
 SAP Environment, Health and Safety (EHS) Management
 SAP Real Estate Management - Office, Retail and Industrial Property Management
 SAP Real Estate Management – Land Management
 SAP Demand & Supply Planning for A&D
 SAP Ext. Manufacturing for A&D, midsize plants
 Transportation Optimization
 SAP Procurement for PS (Public Sector)
 Force Generation for Defense & Security
 Force Deployment for Defense & Security
 SAP NetWeaver Process Integration (PI)
 SAP NetWeaver OpenHub
 SAP NetWeaver Business Warehouse Accelerator
 SAP NetWeaver Identity Lifecycle Management, retention management
 SAP NetWeaver Foundation for Third Party Applications
 SAP Partner Connectivity Kit
 SAP Manufacturing Integration & Intelligence (MII)
 SAP Auto ID Infrastructure
 SAP Auto ID Enterprise
 SAP Manufacturing Execution (ME), core
 SAP Solution Manager Adapter for SAP Quality Center by HP
 SAP Public Budget Formulation (PBF)
 SAP BusinessObjects BI package
 SAP BusinessObjects Operational information management package
 SAP BusinessObjects Access Control
 SAP BusinessObjects Process Control

The license metrics set forth in Sections 2.1.2, through 2.3 above, are provided in order for Carahsoft and SAP to establish that the proposed licensing arrangement has been sized and priced in accordance with SAP's standard commercial practices and prices. The parties expressly agree that the license acquired herein shall be a perpetual license where the license fee is not based on the number or type of metrics for SAP Software, but rather on the total number of Business Expert Users of the Licensee (Note: SAP Service Parts Planning for Aerospace and Defense, SAP SPEC 2000 for Transportation & Logistics, SAP Test Data Migration Server (TDMS) and SAP Extended Warehousing for Aerospace and Defense are excluded from this Section 2.5). As a result, the Licensee's continuing obligation to manage the license metric types for the Software specified in the preceding paragraph is eliminated. Notwithstanding anything to the contrary herein, the only basis for additional license fees for Software specified above shall be when Licensee's actual number of users exceeds the number of the SAP Business Suite Developer Users and SAP Business Suite Expert Users Licensed. Licensee and SAP agree that only SAP Business Suite Developer Users, SAP Business Suite Expert Users and SAP Business Suite Employee Self Service Users (ESS Users may only be licensed in accord with Section 10.3(b) or 10.4) shall be purchased under this Agreement.

Licensee shall not be subject to additional License Fees with respect to such Software based on the growth of its operations or the growth of the operations of such Affiliates/Subsidiaries which results in an increase in the total Licensed Level set forth in such Section (Unlimited License). Growth through acquisition shall be as addressed in the paragraph which follows.

However, in the event: (A) US Army is reorganized or reconstituted by merger or is consolidated with other Federal Government departments, groups, units, or programs, or grows by assumption of such other departments, groups, units, or programs; or subsumes another entity or program or is subsumed by such other entity or program or materially exceeds the Licensed metrics by virtue of the US Army being named as the Executive Agent (or similar designation) on a program and having non-US Army Federal Government departments, groups, units or programs included in that program and; (B) Use of the Software set forth herein is expanded to include the US Army in its reorganized and reconstituted state; and (C) such expansion of Use results in an increase in the Licensed Level; and (D) such metric reaches the next Licensed Level based on SAP's then published price list in effect, then additional License Fees for the additional functionality/Users shall be due from US Army as Licensee Subject to any applicable discounts, if any, then in effect. For point of clarification, in such an event where (A), (B), (C) and (D) occur, such additional license fees shall only be based on the new metrics applicable to such added or expanded Use of the Software attributable to such reorganization or reconstitution.

Notwithstanding the foregoing, if the aforementioned reorganization or reconstitution includes other licensors of SAP Software, then upon Carahsoft's and SAP's consent, which consent shall not be unreasonably withheld, then Carahsoft and SAP agree to negotiate applicable fees and terms with US Army in good faith to migrate the other licensee's licenses to the US Army license model set forth in this Appendix.

This Licensee may not, without Carahsoft and SAP's Prior written consent, assign, delegate, pledge or otherwise transfer this Order, or any of its rights or obligations under this Order, or the Proprietary Information, to any party, whether voluntarily or by operation of law, including by way of merger or consolidation. In the event that Carahsoft and SAP consent to an assignment of the entire Agreement, for the Software licensed herein, unlimited usage shall no longer apply and the total Licensed Level shall be set at the then current appropriate License metric for Licensee immediately prior to such assignment. By way of example, if Licensee is acquired and the Software metric is Annual Revenue, the assigned Agreement shall contain a license grant to that Software product with a Licensed Level set at the Annual Revenue of Licensee measured just prior to the acquisition and shall not be unlimited.

If Licensee acquires an entity that is a current SAP customer in good standing with the same or similar licenses to SAP Software under a valid license agreement as the unlimited Software under this section, the parties will negotiate in good faith the fees (which, at a minimum, shall require the SAP licensee's maintenance base to be moved under this Agreement) to migrate the acquired entity's licenses to the model set forth in this Appendix.

Separate affiliate Agreements for SAP Software. If Licensee has an affiliate with a separate agreement for SAP software licenses and/or maintenance services, such affiliate shall not be licensed under this Agreement.

3. **LICENSE FEE AND PAYMENT:** The total Net License Fee to Licensee for the Software licensed under this Appendix is **USD 30,955,247** which shall be invoiced upon execution of this Appendix and is payable net thirty (30) days from date of invoice.
4. **INSTALLATION:** For Software to be installed on a specific Licensee or Subsidiary Designated Unit within the Territory, Licensee shall provide Carahsoft and SAP with written notice in a form materially similar to Schedule 1 attached hereto which is to be sent to: Carahsoft Contract Department, Attention: Director of Contracts, 12369 Sunrise Valley Drive, Suite D2, Reston, VA 20191, as well as to SAP Contract Department, Attention: Director of Contracts, 3999 West Chester Pike, Newtown Square, PA 19073.
5. **DELIVERY:** Delivery of all Software licensed hereunder is estimated to take place in June, 2011 and will be made by making such Software available for download or other electronic transmission to US Army's location at: 9350 Hall Road, Suite 326, Ft. Belvoir, VA 22060.
6. **6.1 SAP ENTERPRISE SUPPORT AND PAYMENT:** SAP Enterprise Support offered by Carahsoft is set forth in the SAP Enterprise Support Schedule to the Agreement. SAP Enterprise Support at the site(s) specified in the SAP Enterprise Support Schedule to the Agreement shall commence as of the first day of the month following the Effective Date of this Appendix. The initial term of SAP Enterprise Support is 3 months from execution of this Appendix ("Initial Term"). After the initial term and subject to the Agreement and SAP Enterprise Support Schedule, SAP Enterprise Support shall renew at the end of the initial term for the subsequent one year period unless terminated by either party.

However, Licensee may terminate SAP Enterprise Support in the subsequent one year period of SAP Enterprise Support upon the termination or expiration of all existing support orders and upon the immediate migration of all Licensee support to SAP GSS Secure Product Support for Large Enterprises as described in Section 6.2 below. The SAP Enterprise Support Fee for the Software licensed under this Appendix is priced at the then current annual SAP Enterprise Support Factor in effect (currently 22%) multiplied by the total Net License Fee for the licensed Software. The current annual SAP Enterprise Support Fee for the Software licensed under this Appendix is **USD 6,810,154.30 (22% of USD 30,955,247)**. SAP agrees that the SAP Enterprise Support Factor shall remain at 22% until December 31, 2016. Thereafter, the SAP Enterprise Support Fee is subject to change once during a calendar year upon ninety (90) days notice to Licensee.

SAP Enterprise Support Fees are invoiced quarterly in arrears and payable Net 30 days from date of invoice. Any SAP Enterprise Support Fees due for a partial calendar quarter are invoiced on a pro-rata basis for the given calendar quarter in effect.

Carahsoft and SAP will apply a USD 300,000 support credit towards the support renewal for the following existing Army licenses:

Army Entity	Order Number	Order Issuance Date
US Army PLM+	N00104-08-A-ZF43-D001	30-Sep-08

6.2 After the initial term (3 months) and subject to the terms of the SAP GSS Secure Product Support for Large Enterprises (PSLE) Schedule, Licensee may elect to procure Secure PSLE (service provider SAP GSS) provided that the requirements in Secure PSLE Schedule have been met and Licensee co-terminates and consolidates all of their existing licenses on to the Secure PSLE support landscape.

The SAP Secure PSLE Fee for the Software would be priced at the current annual SAP Secure PSLE Factor in effect (17%) multiplied by the total Net License Fee for the licensed Software. Subject to Licensee continually meeting the threshold requirements for Secure GSS PSLE, Carahsoft and SAP GSS would agree that the SAP GSS Secure PSLE Factor shall remain at 17% for the initial period and the first renewal period until December 31, 2013. Thereafter, the SAP GSS Secure PSLE Fee is subject to change once during a calendar year upon three (3) months' notice to Licensee. Until December 31, 2017, Licensee's SAP GSS Secure PSLE Fees shall not be increased more than the lesser of 3% or the percentage increase in the Consumer Price Index (CPI), applied on a cumulative year-over-year basis starting from either the effective date of this Appendix or the date of Licensee's last SAP GSS Secure PSLE Factor increase, whichever occurred later.

7. **Product Support under Current SAP Agreements.** This Section 7 applies only if Licensee has previously licensed a product from SAP or Business Objects Americas or its affiliate(s) (collectively, "SAP"), an additional quantity or extension of which is licensed under this Appendix ("Previously Licensed Product"). Licensee represents that it and its Affiliates are under current contract with SAP for support services for the licenses of the Previously Licensed Product ("Prior Support"). Licensee agrees to notify Carahsoft and SAP in writing of the cancellation, expiration or termination of such Prior Support within ten (10) days thereof provided Licensee is aware of such cancellation. In the event of such cancellation, expiration or termination of Prior Support, SAP reserves the right to increase the support service fees hereunder based on its then current support rate times the license fees paid for the Previously Licensed Product retroactive to the effective date of such cancellation, expiration or termination.
8. **DATABASE:** The Software licensed hereunder may require a database product. This Agreement does not contain a license to use any database product, even where integrated or pre-installed as part of the Software. Each database product is subject to its respective vendor license agreement. Carahsoft and SAP make no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor by Licensee. Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and Carahsoft and SAP have no responsibility in this regard. The preceding sentence changes neither Carahsoft's nor SAP's obligation to support the interfaces with the database in accordance with the then current support being provided to Licensee.
9. **PUBLICITY:** Licensee may participate in reference activities for the Software including but not limited to site visits, SAPHIRE participation, etc.,

The Program PM CHESS will designate a point of contact at the organization for this publicity related effort and all publicity participation will have to be agreed upon by the Contracting Officer.

10. **SOFTWARE LICENSING OPTIONS:**

10.1 Until May 31, 2013 or until December 31, 2011 if the option in Section 10.2 for 6,500 SAP Business Suite Expert Users has been exercised, Licensee shall have the right to license additional SAP Business Suite Expert Users for an additional license fee of **USD 573** per SAP Business Suite Expert User. Such additional Named Users shall be licensed in minimum quantities of two hundred fifty (250) Users. Licensee shall be responsible for third party database license fees in connection with adding such additional Named Users. Payment for such additional license fees due Carahsoft shall be net thirty (30) days from date of Carahsoft invoice.

10.2 Provided that the option to license additional SAP Business Suite Expert User licenses in 10.1 is exercised for a minimum of 6,500 SAP Business Suite Expert Users by December 31, 2011, the following option will be offered until May 31, 2016. Licensee shall have the right to license additional SAP Business Suite Expert Users for an additional license fee of **USD 573** per SAP Business Suite Expert User. Such additional Named Users shall be licensed in a minimum block of four thousand (4,000) Users per government fiscal year. Licensee shall be responsible for third party database license fees in connection with adding such additional Named Users. Payment for such additional license fees due Carahsoft shall be net thirty (30) days from date of Carahsoft invoice. As previously stated, this option is contingent on Licensee exercising the option in section 10.1 for 6,500 SAP Business Suite Expert Users by December 31, 2011. In addition, should Licensee fail to license at least 4,000 SAP Business Suite Expert Users in the first fiscal quarter per government fiscal year from 2012 through 2015, this option shall terminate at the end of the government fiscal year in which the minimum number of 4,000 additional SAP Business Suite Expert Users was not achieved. After Licensee exercises their option for four thousand (4,000) Users in any government fiscal year, Licensee may continue to license additional Users in minimum quantities of 250 Users at the same license fee per user. These additional purchases may not be applied to the next government fiscal year minimum of four thousand (4,000) Users.

10.3

(a) Provided that Licensee has exercised the options in Sections 10.1 and 10.2, until May 31, 2016, Licensee shall have the right to license additional SAP Business Suite Expert Users for an additional license fee of **USD 310.60** per SAP Business Suite Expert User on behalf of the Army Logistics Modernization Program. Such additional Named Users shall be licensed in a minimum amount of twenty five thousand (25,000) Users. This option may only be exercised once. Licensee shall be responsible for third party database license fees in connection with adding such additional Named Users. Payment for such additional license fees due Carahsoft shall be net thirty (30) days from date of Carahsoft invoice. Licensee's exercising of this Section 10.3 option does not satisfy the contingency of 6,500 users necessary for Licensee to be eligible for the

Section 10.2 option or the 4,000 annual user option minimum in Section 10.2. The contingency in the Section 10.2 option is only satisfied by Licensee exercising the option at the price point stated in Section 10.1.

(b) Provided that Licensee has exercised the options in Sections 10.1, 10.2 and 10.3(a), until May 31, 2016, Licensee shall have the right to license SAP Business Suite Employee Self Service Users for an additional license fee of **USD 68.00** per SAP Business Suite Employee Self Service User on behalf of the Army Logistics Modernization Program. Such additional Named Users shall be licensed in a minimum amount of fifty thousand (50,000) Users. This option may only be exercised once. Licensee shall be responsible for third party database license fees in connection with adding such additional Named Users. Payment for such additional license fees due Carahsoft shall be net thirty (30) days from date of Carahsoft invoice. Licensee's exercising of this Section 10.3(b) option does not satisfy the contingency of 6,500 users necessary for Licensee to be eligible for the Section 10.2 option or the 4,000 annual user option minimum in Section 10.2. The contingency in the Section 10.2 option is only satisfied by Licensee exercising the option at the price point stated in Section 10.1.

10.4 Provided that the option to license additional SAP Business Suite Expert User licenses in 10.1 is exercised for a minimum of 6,500 SAP Business Suite Expert Users by December 31, 2011 and the annual minimum license requirement is exercised as per the option in Section 10.2, the following option will be offered until May 31, 2014. Licensee shall have the option to license additional Software, additional SAP Business Suite Employee Self Service (ESS) Users, or additional SAP Business Suite Developer Users, under a separate Appendix at a discount of:

- (i) (48%) from SAP's then current list price for total list price up to \$650,000;
- (ii) (53%) from SAP's then current list price for total list price or \$650,001 - \$999,999; and
- (iii) (58%) from SAP's then current list price for total list price equal to or greater than \$1,000,000.

Such discount shall apply only to SAP-discountable components. Third-party software, including third-party database, and other non-discountable SAP components are excluded from such discount. Licensee shall be responsible for third party database license fees in connection with adding such additional Software or Named Users.

11. SOFTWARE LICENSED BY THE US ARMY UNDER SEPARATE ORDERS

The Orders listed in this section have been previously issued by various Army entities. As of the issuance of this Order the previous orders' License Grant sections will be replaced in their entirety with the following:

The Software license granted by Carahsoft and SAP pursuant to this Order is to the US Army as "Licensee" support operations and missions of the US Army. This Software shall not be used for any other purpose.

Army Entity	Order Number	Order Issuance Date
US Army LAISO	W9124P-04-F-0020	Mar-04
US Army PLM+	D001 N00104-02-A-ZE77	23-Dec-04
US Army PLM+	GST0707BG0088	29-Mar-07
US Army PLM+	807617	30-Sep-08
US Army GFEBs	128465	13-Sep-05
US Army GFEBs	133500	29-Dec-06
US Army GFEBs	138136	31-Mar-08
US Army GFEBs	141482	31-Mar-08
US Army GFEBs	Through Oakland Consulting	30-Sep-09
US Army GFEBs	MIPR0CPITEC311SAPBW	29-Sep-10
US Army Joint Munitions Command	DG01 N00104-02-A-ZE77	28-Sep-07
US Army Picatinny Arsenal	T0602BN1215	1-Mar-02
US Army Picatinny Arsenal	7050603	5-Jul-06
US Army Picatinny Arsenal	T0603BN3894	15-Aug-03
US Army GCSS	T0703BG0471	2-Dec-02

US Army GCSS	T0703BG2546	24-Sep-03
US Army GCSS	GST0707BG0088	30-Mar-07
ACSIM HQAES	5003727068	8-Nov-10
ACSIM HQAES	942894	30-Mar-11
CHESS	10701965	31-Dec-09
Picatinny	Gov't purchase card order	28-Sep-08
Picatinny	21305	23-Dec-10

As of the issuance date of this Appendix, the Software Support associated with these orders is funded under separate Army orders. Licensee represents that it and its Affiliates are under current contract with SAP for support services for the licenses of the Previously Licensed Product ("Prior Support"). Licensee agrees to notify Carahsoft and SAP of the cancellation, expiration or termination of such Prior Support within ten (10) days thereof. In the event of such cancellation, expiration or termination of Prior Support, Carahsoft and SAP reserve the right to increase the support service fees hereunder based on its then current support rate times the license fees paid for the Previously Licensed Product retroactive to the effective date of such cancellation, expiration or termination.

12. SOFTWARE LICENSED BY THE US ARMY UNDER SEPARATE ORDERS AND INCLUDED FOR PURPOSES OF SECTION 2.5 "UNLIMITED LICENSE LEVELS" ABOVE

Army Entity	Order Number	Order Issuance Date	Licensed Software Licensed Metric / Licensed Quantity
US Army PLM+	D001 N00104-02-A-ZE77	23-Dec-04	SAP Master Data Management (SAP MDM) – over 1 billion objects

The above licenses previously licensed by the respective Army entity are subject to the terms in section 2.5 above in their entirety.

Appendix 2
Third Party Software

1. LICENSE GRANT:

1.1 The third party software components licensed to Licensee pursuant to this Appendix are set forth in this Section 1.1 ("Third Party Software"). Only individuals licensed as Named Users of SAP Software under separate Appendices to the Agreement are permitted to Use the Third Party Software licensed hereunder, and such Use shall (i) be in accordance with each individual's Named User type and (ii) in no case exceed the "Licensed Level" specified below. The Third Party Software licensed by Licensee from Carahsoft and SAP hereunder is as follows:

1.1.1 CA Wily software:

"X" if Licensed	Third Party Software Component(s)	License Metric	Licensed Level
X	SAP Extended Diagnostics by CA Wily	# of CPUs ⁽¹⁾	20

- (1) The aggregate number of productive and non-productive central processing units ("CPU") running the CA Wily software may not exceed the number of CPUs licensed. A multi-core chip processor with multiple processor cores shall be counted as follows: the first processor core shall be counted as one CPU, and each incremental processor core shall be counted as one-half CPU.

1.1.2 IDS Scheer software:

"X" if Licensed	Third Party Software Component(s)	License Metric	Licensed Level
X	SAP Business Enterprise Modeling by IDS Scheer	# of Users	10

1.1.3 MITI software:

"X" if Licensed	Third Party Software Component(s)	License Metric	Licensed Level
X	Metadata Management Multi-Source Integrators by MITI (CPU)	# of CPUs ^{(1) (2)}	25

- (1) The aggregate number of productive and non-productive central processing units ("CPU") running the MITI software may not exceed the number of CPUs licensed. A multi-core chip processor with multiple processor cores shall be counted as follows: the first processor core shall be counted as one CPU, and each incremental processor core shall be counted as one-half CPU.
- (2) The Miti Software Licensed Level must match the good faith estimate of CPUs for SAP BusinessObjects Metadata Management licensed under Appendices to the Agreement .

1.1.4 Redwood software:

"X" if Licensed	Third Party Software Component(s)	License Metric	Licensed Level
X	SAP Central Process Scheduling by Redwood	# of Process Servers ⁽¹⁾	5

- (1) A process server is every processing location with a unique identification on which productive processes are executed that need to be monitored, managed and controlled by SAP Central Process Scheduling. The license for each process server includes the right to Use the Redwood Software on one each of the following systems: (1) a training system, (2) a test / QA system and (3) a backup / failover system for such process server.

1.1.5 RWD software⁽¹⁾:

"X" if Licensed	Third Party Software Component(s)	License Metric	Licensed Level
X	SAP Productivity Pak by RWD	# of Users	125,000
X	SAP Productivity Pak Help Launchpad by RWD	# of Users	125,000

(1) RWD products are open market products.

1.1.6 Seeburger software:

"X" if Licensed	Third Party Software Component(s)	License Metric	Licensed Level
X	SAP NetWeaver Adapter for Generic EDI by Seeburger	# of Gigabytes Per Month	200

1.2 DATABASE: INTERFACE Only (See section 6 below.)

1.3 If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services, such affiliate or subsidiary shall not be licensed under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

2. LICENSE FEE AND PAYMENT: The total Net License Fee to Licensee for the Third Party Software licensed hereunder is **USD 894,753**, which is comprised of the following:

- **Net License Fee for CA Wily software licensed hereunder – USD 9,325.**
- **Net License Fee for IDS Scheer software licensed hereunder – USD 8,338.**
- **Net License Fee for MITI software licensed hereunder – USD 28,573.**
- **Net License Fee for Redwood software licensed hereunder – USD 16,458.**
- **Net License Fee for RWD software licensed hereunder – USD 722,337.**
- **Net License Fee for Seeburger software licensed hereunder – USD 109,722.**

The total Net License Fee set forth in this Section 2 shall be invoiced upon execution of this Appendix and is payable net thirty (30) days of the date of invoice.

3. INSTALLATION: For the Third Party Software to be installed at a specific Licensee site within the Territory other than where SAP Software is installed, Licensee shall provide Carahsoft and SAP with written notice of the location of each computer and the number of Named Users allocated to each such device within sixty (60) days of the use of such device. Such notice shall be in a form materially similar to the notice sent to Carahsoft and SAP for SAP Software and is to be sent to: Carahsoft Contract Department, Attention: Director of Contracts, 12369 Sunrise Valley Drive, Suite D2, Reston, VA 20191, as well as to SAP Contract Department, Attention: Director of Contracts, 3999 West Chester Pike, Newtown Square, PA 19073. Licensee is responsible for installation of the Third Party Software.

4. DELIVERY: Delivery of all Third Party Software licensed hereunder is estimated to take place in June, 2011 and will be made by making such Third Party Software available for download or other electronic transmission to US Army's location at: 9350 Hall Road, Suite 326, Ft. Belvoir, VA 22060.

5. **SAP ENTERPRISE SUPPORT AND PAYMENT:** SAP Enterprise Support offered by Carahsoft is set forth in the SAP Enterprise Support Schedule to the Agreement. SAP Enterprise Support at the site(s) specified in the SAP Enterprise Support Schedule to the Agreement shall commence as of the first day of the month following the Effective Date of this Appendix. The initial term of SAP Enterprise Support is 3 months from the execution of this Appendix. After the initial term and subject to the Agreement and SAP Enterprise Support Schedule, SAP Enterprise Support shall renew at the end of the initial term for a subsequent one year period.

The SAP Enterprise Support Fee for the Third Party Software licensed under this Appendix is priced at the then current annual SAP Enterprise Support Factor in effect (currently 22%) multiplied by the total Net License Fee for the licensed Third Party Software. The current annual SAP Enterprise Support Fee for the Third Party Software licensed under this Appendix is **USD 196,845 (22% of USD 894,753)**. SAP agrees that the SAP Enterprise Support Factor shall remain at 22% until December 31, 2016. Thereafter, the SAP Enterprise Support Fee is subject to change once during a calendar year upon ninety (90) days notice to Licensee.

SAP Enterprise Support Fees are invoiced on quarterly in arrears and payable net thirty (30) days from date of invoice. Any SAP Enterprise Support Fees due for a partial calendar quarter are invoiced on a pro-rata basis for the given calendar quarter in effect.

After the initial term and subject to the terms of the SAP GSS Secure Product Support for Large Enterprises (PSLE) Schedule, Licensee may elect to procure Secure PSLE (service provider SAP GSS) provided that the requirements in Secure PSLE Schedule have been met and Licensee co-terminates and consolidates all of their existing licenses on to the Secure PSLE support landscape.

The SAP GSS Secure PSLE Fee for the Software would be priced at the current annual SAP GSS Secure PSLE Factor in effect (17%) multiplied by the total Net License Fee for the licensed Software. Subject to Licensee continually meeting the threshold requirements for Secure PSLE, Carahsoft and SAP GSS would agree that the SAP GSS Secure PSLE Factor shall remain at 17% for the initial period and the first renewal period until December 31, 2013. Thereafter, the SAP GSS Secure PSLE Fee is subject to change once during a calendar year upon three (3) months' notice to Licensee. Until December 31, 2017, Licensee's SAP GSS Secure PSLE Fees shall not be increased more than the lesser of 3% or the percentage increase in the Consumer Price Index (CPI), applied on a cumulative year-over-year basis starting from either the effective date of this Appendix or the date of Licensee's last SAP GSS Secure PSLE Factor increase, whichever occurred later.

6. **DATABASE:** The Third Party Software licensed hereunder may require a database product. This Agreement does not contain a license to use any database product, even where integrated or pre-installed as part of the Third Party Software. Each database product is subject to its respective vendor license agreement. Carahsoft and SAP make no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor by Licensee. Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and Carahsoft and SAP have no responsibility in this regard. The preceding sentence changes neither Carahsoft's nor SAP's obligations to support the interfaces with the database in accordance with the then current support being provided to Licensee.
7. **LIMITATION OF LIABILITY:** In no event shall Carahsoft's, SAP's or their licensors' total liability for all claims and damages of any kind or nature in any way arising from or related to the Third Party Software licensed under this Appendix exceed the individual Net License Fee attributable to the applicable Third Party Software, as reflected in Section 2 hereof.

Appendix 3
Solutions in Early Adoption Phase (SEAP)
SAP Complex Assembly Manufacturing Solution (CAMS)

Exhibit 1 to this Appendix covers specific Terms and Definitions for Solutions In Early Adoption Phase (SEAP) Software. Licensee hereby acquires licenses for the SEAP Software and its associated Documentation and, if applicable, additional licenses for the database application licensed under the Agreement.

1. LICENSED SOFTWARE

There are no applicable country/language specific versions licensed by Licensee from Carahsoft and SAP hereunder.

If Licensee has an affiliate or subsidiary with a separate agreement for SAP software licenses and/or support services, such affiliate or subsidiary shall not be licensed under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.

"X" if Licensed	Software	License Metric	Licensed Level
X	SAP Complex Assembly Manufacturing Solution	Bundled Users (50 per bundle)	14

1.1 UNLIMITED LICENSE LEVELS:

The rights and obligations established in Appendix 1, section 2.5 apply in their entirety to the Software being licensed in this Appendix 3.

1.2 DATABASE: INTERFACE ONLY (See Exhibit 1 Section 3 to Appendix 3 below)

- 2. LICENSE FEE AND PAYMENT:** The total Net License Fee to Licensee for the Software specified above is **USD 115,208** which shall be invoiced upon execution of this Appendix and is payable net thirty (30) days from date of invoice.

- 3. INSTALLATION:** For the Software to be installed on a specific Licensee or Affiliate Designated Unit Licensee shall provide SAP with written notice of the type/model and serial number and location of each Designated Unit and the number of Users allocated to each such Designated Unit prior to such installation.

- 4. DELIVERY:** Early adoption phase Software is delivered by download only through the SAP Service Marketplace website and estimated to be available to Licensee through the website in June, 2011, to Army's location: 9350 Hall Road, Suite 326, Ft. Belvoir, VA 22060. Licensee agrees and understands that the calculation of sales tax in accordance with applicable jurisdictional sales tax laws, which shall be the responsibility of Licensee, may be affected by the delivery method of the Software and Documentation (and corresponding SAP Support) as addressed herein. Licensee must not implement or use Software or any part of Software on any other installation or at any other location without Carahsoft's and SAP's prior written consent.

- 5. SAP PRODUCT SPECIFIC SUPPORT:** SAP Product Specific Support offered by SAP for the Software licensed under this Appendix is set forth in the SAP Product Specific Support Schedule attached hereto as Exhibit 2 and made a part hereof. SAP Product Specific Support at the site(s) specified in Exhibit 2 shall commence as of the first day of the month following the Effective Date of this Appendix. As specified in Section 6 of Exhibit 2, the initial term of SAP Product Specific Support is the first three months following execution of this Order. After the Initial Term and subject to the Agreement and Exhibit 2, SAP Product Specific Support shall renew for a subsequent one year period.

The SAP Product Specific Support Fee for the Software licensed under this Appendix is priced at the then current annual SAP Product Specific Support Factor in effect (currently 22%) multiplied by the total Net License Fee for the licensed Software. The current annual SAP Product Specific Support Fee for the Software licensed under this Appendix is **USD 25,345 (22% of \$115,208)**. The SAP Product Specific Support

Fee is subject to change once during a calendar year upon ninety (90) days notice to Licensee. SAP Product Specific Support Fees are invoiced quarterly in arrears and payable Net 30 days from date of invoice. Any SAP Product Specific Support Fees due for a partial calendar quarter are invoiced on a pro-rata basis for the given calendar year in effect.

6. **LIMITATION OF LIABILITY:** In no event shall Carahsoft's, SAP's, or their licensors' total liability for all claims and damages of any kind or nature in any way arising from or related to the Software licensed under this Appendix exceed the Net License Fee attributable to the Software, as reflected in Section 2 hereof.

Exhibit 1 to Appendix 3
Additional Terms and Definitions for Solutions in Early-Adoption Phase (SEAP) Software
(hereinafter "ATD")

Carahsoft, SAP and Licensee agree that the terms contained in this Exhibit 1 to Appendix 3 "Additional Terms and Definitions for Solutions in Early Adoption Phase (SEAP) Software" (hereinafter "ATD") shall supplement the terms of the Appendix. In case of a conflict between the terms of this ATD, the Appendix, the Agreement or any other terms referenced in this Agreement, the terms of this ATD shall prevail as related to the Software licensed hereunder.

1. **SOFTWARE REQUIREMENTS / BASE SOFTWARE:** Licensee acknowledges that the Software identified in this Appendix requires, as a prerequisite to its Use and installation, a specific version (e.g. release, service level pack, and/or enhancement pack) of SAP Software (the "Base Software") as provided by SAP under www.service.sap.com/seap/availability, where also further information as related to the capabilities of the Software is located (the Base Software for release 7.1 of CAMS has been licensed in this Order). Only end-users for which Licensee holds the Named-User licenses for the Base Software are permitted to use the Software. For avoidance of doubt, this ATD does not include a license for the Base Software. Licensee's license for the Base Software must remain in full force and effect during the term of the license for the Software.

SAP makes no representations, commitments or statements with respect to the availability of future releases or versions of the Software or the compatibility of the Software with future releases or versions of the Base Software. SAP may, in its sole discretion, designate as Base Software any software offered by SAP to future releases or versions of Solutions in early-adoption phase Software if ever made available. There will be no acceptance of software or services delivered under the Agreement or any attachments thereto.

2. **DATABASE REQUIREMENTS:**

THIRD-PARTY DATABASE: The Software licensed requires a third party database, which is a third party product which has either been integrated or pre-installed as part of the Software, or which must be installed to Use the Software. If integrated, third party database product functionality as integrated in the Software may differ from a non-integrated third party database product. Each third party database product is subject to its respective third party vendor License Agreement. This Exhibit, the Appendix and the Agreement do not contain a license to use any third party database product, even if integrated. Licensee has no right to use and is not licensed to use any copy of the third party database until Licensee has executed the Agreement, the Appendix, and a third party database license agreement for the applicable third party database. Upon request, Licensee shall provide to Carahsoft and SAP the invoice number and/or license number and corresponding date for the third party database. Carahsoft and SAP make no representations or warranties as to the terms of any license or the operation of any third-party database obtained directly from a third party supplier by Licensee. Licensee is responsible for support and maintenance of the third-party database licensed from a third party supplier, and Carahsoft and SAP have no responsibility in this regard. The preceding sentence changes neither Carahsoft's nor SAP's obligations to support the interfaces with the database in accordance with the then current support being provided to Licensee.

3. **ACKNOWLEDGEMENT:** Licensee acknowledges that the Software is not SAP standard software and in its current state. The Software does not meet the usual SAP standards in all respects including but not limited to language or country version, available version, available documentation, supported operating systems, or database. The Software is not tailored to Licensee's individual requirements. Licensee must fully test the Software and its Documentation before using it in live operation.

Licensee is therefore entitled to deploy the Software only at installations named in the Agreement or Appendix and only in conjunction with the required SAP standard software (Base Software) as indicated by SAP under www.service.sap.com/seap/availability. Licensee must ensure that it has all the necessary licenses for the operation of the Base Software and that, on all of its systems on which the Software is to be installed, the necessary Base Software in the required version are available.

Licensee must only use the Software as expressly permitted in the Appendix, including the license metrics herein; notably, Licensee must not pass on Solutions in early-adoption phase Software to any affiliated company. Licensee must not transfer Solutions in early-adoption phase Software or any part of Solutions in early-adoption phase Software from the named installations without SAP's express prior written consent, which must be sought in each case.

Licensee is aware that the licensed Software is available for a selected number of SAP Licensees but is not released for unrestricted shipment. SAP has no obligation to transfer any functionality licensed under this Appendix into SAP's standard software. SAP's strategy and possible future developments are subject to change and may be changed by SAP at any time for any reason without notice.

4. **AUDIT:** At Carahsoft's or SAP's request, no more than annually, Licensee shall deliver to permit Carahsoft and SAP a report, as defined by SAP, evidencing Licensee's usage of the Software. Such request shall not unreasonably interfere with Licensee's operations and shall be subject to appropriate provisions protecting confidentiality.

5. **SAP PRODUCT SPECIFIC SUPPORT SERVICES:**

a) Carahsoft, SAP and Licensee agree that by this same instrument the parties also conclude a discrete contract for certain SAP Product Specific Support services as set forth in Exhibit 2 for the Software licensed in this Appendix. In any case such contract ends automatically with end of mainstream maintenance of the respective Base Software or termination of the Base Support Agreement (Definition see Exhibit 2, Section 1.2)

b) Customers of Product Specific Support will be required to install Solution Manager and utilize its capabilities in the event (i) a Base Support Agreement exists or (ii) it becomes mandatory to use service desk of SAP Solution Manager to receive Product Specific Support.

c) In the event a Base Support Agreement is in place, a Customer COE shall be established and the Section 5 of Exhibit 2 **SAP Product Specific SUPPORT SCHEDULE FOR SOLUTIONS IN EARLY-ADOPTION PHASE**, shall apply. In the event that a Base Support Agreement does not exist, then only Item 5.1 of such Section 5 shall apply.

d) Remuneration for Product Specific Support Services is as provided in Exhibit 2.

EXHIBIT 2 to Appendix 3
SAP PRODUCT SPECIFIC SUPPORT SCHEDULE FOR SOLUTIONS IN EARLY-ADOPTION PHASE (SEAP) Software
("Schedule")

This Schedule governs the provision of SAP Product Specific Support as further defined herein ("SAP Product Specific Support") for software licensed under the Appendix (hereinafter "Software") excluding software to which special support agreements (e.g. but not limited to SAP Enterprise Support or Product Support for Large Enterprises) apply. Unless otherwise defined in this Schedule, terms beginning with a capital letter are defined by this Appendix or the Base Software Agreement.

1. DEFINITIONS:

1.1 "Production System" shall mean a live SAP system used for running Licensee's internal business operations and where Licensee's data is recorded.

1.2 "Base Support Agreement": shall mean the agreement for SAP support services that is in force for the Base Software between Licensee and SAP.

1.3 "Local Office Time" shall mean regular working hours (8.00 a.m. to 6.00 p.m.) during regular working days, in accordance with the applicable public holidays observed by SAP's registered office. With regard to SAP Product Specific Support for SEAP Software only, both parties can mutually agree upon a different registered office of one of SAP's affiliates to apply and serve as reference for the Local Office Time.

1.4 "Customer Communication Point": shall mean a certified Customer Center of Expertise ("Customer COE") or those employees of Licensee entitled to request SAP Product Specific Support. For the Customer COE or the CCC the relevant terms and conditions of the Base Support Agreement apply. If no Customer COE or CCC is available the employees entitled to request SAP Product Specific Support must be nominated by Licensee to SAP in writing.

2. SAP PRODUCT SPECIFIC SUPPORT SERVICES:

All SAP Product Specific Support under this Schedule will be provided for the Software only. All other SAP Software licensed by Licensee is explicitly excluded from the Product Specific Support provided by SAP under this Schedule.

SAP may, as part of the SAP Product Specific Support hereunder, elect to provide new releases or versions of the Software (that is, releases or versions of the licensed Software beyond the currently available versions as of the effective date of the Appendix) ("Available Version(s)"), in which case Licensee may Use such Available Version(s) to the same extent as the Available Version of the Software as of the effective date of the Appendix (provided however that in no case shall Licensee's Use of any Available Version(s) of the Software and/or new Available Version(s) of the Software made available pursuant to SAP Product Specific Support (if any) ever exceed in total the Licensed Level for the licensed Software.

SAP Product Specific Support will be provided only for the Available Version current from time to time or other software correction or update current from time to time for which such SAP Product Specific Support is available.

Except as otherwise expressly agreed in this Schedule the SAP Product Specific Support does not apply to enhancements, changes, or updates to the Software.

In the event SAP provides third party software (non-SAP Software) to Licensee under this Appendix, SAP shall not provide SAP Product Specific Support Services on such third party software unless otherwise agreed in writing by SAP and Licensee.

SAP shall not be obliged to provide a new Available Version, and/or SAP shall not be obliged to provide migration tools or procedures for upgrades or for migration to SAP standard software if comparable functions to the Software are integrated into SAP standard software (if ever). Notwithstanding the foregoing, in case SAP elects to provide a new Available Version, Licensee acknowledges that for any Available Version the following may apply:

- Licensee may use any existing and new Available Versions, separately or together up to the extent (in particular: the Usage Volume) agreed in the Appendix
- The Base Software requirements for any Available Version may differ from the Base Software requirements associated with any prior Available Version of the Software.
- The Base Software requirements associated with any Available Version shall be described in the documentation of the Available Version or otherwise made known to Licensee in writing (including without limitation the SAP Service Marketplace).
- It shall be Licensees' responsibility to comply with all Base Software requirements associated with such Available Version as a prerequisite to Use of the Available Version.
- The functional capabilities, including localizations and language support, of any Available Version may differ from the functional capabilities of any prior Available Version. The functional capabilities of each Available Version are specified in the documentation for that Available Version alone.

SAP Product Specific Support is provided for each Available Version only with the respectively associated version of Base Software as defined in the documentation of the Software or otherwise made known to Licensee.

Licensee may be required to upgrade to more recent versions of its operating systems, databases and or Base Software to use any new Available Version provided under this Schedule and to receive Product Specific Support Services for the respective available version.

SAP Product Specific Support is provided exclusively to the Customer Communication Point which must support each installation of Software covered by this Schedule.

3. **SAP SOLUTION MANAGER ENTERPRISE EDITION UNDER PRODUCT SPECIFIC SUPPORT** (See Section 5 b. of Exhibit 1, Additional Terms and Definitions for Solutions in Early-Adoption Phase (SEAP) Software. SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) shall be subject to the Agreement and is for the following purposes only under SAP Product Specific Support:
- (i) delivery of SAP Product Specific Support, including delivery and installation, upgrade and maintenance of SEAP Software
 - (ii) re-active support upon request from Licensee, including without limitation application of break fixes (e.g. patches, notes, etc.) and root cause analysis for SEAP Software
 - (iii) management of SEAP Software using only those scenarios which are part of the functional baseline as defined on the SAP Service Marketplace <http://service.sap.com/solutionmanager>

- SAP – in its sole discretion – may update from time to time, on the SAP Service Marketplace under <http://service.sap.com/solutionmanager>, the use cases for SAP Solution Manager Enterprise Edition under SAP Product Specific Support.
- For the purpose of this Appendix, SAP Solution Manager Enterprise Edition shall only be used for SAP Product Specific Support during the term of this Schedule and by the Named Users licensed by Licensee subject to the licensed rights for the Software and exclusively for Licensee's SAP-related support purposes in support of Licensee's internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under SAP Product Specific Support other than those listed above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. SAP Solution Manager must explicitly not be used for third party applications not licensed via SAP or any other components or IT assets operated in conjunction with SAP software.

4. **SCOPE OF PRODUCT SPECIFIC SUPPORT SERVICES:**

Product Specific Support is provided during Local Office Time as defined herein and currently includes:

4.1 **Message Handling and Improvement**

When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an error message at any time. All persons involved in the message solving process can access the status of the message at any time.

SAP will provide:

- Support packages - correction packages to reduce the effort of implementing single corrections or changes to existing functionality if applicable. Support packages may also contain functional enhancements or corrections, to e.g. adapt existing functionality to changed legal and regulatory requirements.
- Support message handling by SAP for problems related to the Software. When Licensee reports malfunctions, SAP supports Licensee by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Licensee may send an error message at any time. All persons involved in the message solving process can access the status of the message at any time. In exceptional cases, Licensee may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Licensee provides remote access as specified in Section 3.2. *SAP will commence message handling on errors of very high priority (for a definition of priorities, see SAP Note 67739) within 24 hours, 7 days a week provided that the following conditions are met: (i) the error must be reported in English and (ii) Licensee must have a suitably skilled English-speaking employee at hand so that Licensee and SAP can communicate if SAP assigns the problem message to an overseas SAP support center; Priority 1 (very high) production issues must be entered by a member of the Licensee's core team and approved by Licensee's product Manager for SAP. Licensee shall maintain with SAP a list of Licensee's core team members and the Product Manager. If any of these conditions are not fulfilled, SAP may not be able to start message handling or to continue message handling until these conditions are fulfilled. For non-high priority issues the following shall apply:*
- Licensee may enter incidents for problem issues into the tracking system at any hour, however, the hours for SAP technical personnel receiving and responding to all other severity levels will be 5 days a week, during Local Office Time for all customers sites SAP accepts both application support and technical support requests. Application support deals primarily with problems related to product features and functions; technical support deals primarily with data processing issues, such as installation and performance tuning issues for all platforms.

4.2 **Remote Access**

Licensee must provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote analysis of issues as part of message handling. Except for restrictions set forth in U.S. export control laws (if any) or by Licensee, such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may

render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488

4.3 Conflict Resolution Service for SEAP Software

Licensee must give SAP written notice of its intention to install any support package to the Base Software at least eight weeks before the intended installation date. SAP will then investigate whether conflicts can be expected between the support package and the Software. Depending on the result of this investigation, so far as necessary in SAP's reasonable view, SAP may provide software corrections to Licensee or indicate to Licensee a reasonably acceptable way to avoid the effect of a possible conflict.

4.4 Global Support Backbone

- SAP Service Marketplace - SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to customers and partners of SAP only.
- SAP Notes on the SAP Service Marketplace document software malfunctions and contain information on how to remedy, avoid and bypass malfunctions. SAP Notes also document related issues, customer questions and recommended solutions (e.g. customizing settings).

4.5 Community Participation

Participation in SAP's customer and partner community (via SAP Service Marketplace), which provides data about best business practices, service offerings, etc.

5. CUSTOMER CENTER OF EXPERTISE (COE):

See Section 5 c. of Exhibit 1, Additional Terms and Definitions for Solutions in Early-Adoption Phase (SEAP) Software

5.1 SAP Product Specific Support Management

In order to receive SAP Product Specific Support hereunder, Licensee shall designate a qualified English speaking contact (the "Contact Person") and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Licensee's Contact Person shall be Licensee's authorized representative empowered to make necessary decisions for Licensee or bring about such decision without undue delay.

5.2 Role of the Customer COE

The Customer COE is designated by Licensee as a central point of contact for interaction with the SAP support organization. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

5.3 Basic Functions of the Customer COE

The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Licensee support process and skills will be reviewed in the framework of the certification audit.
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from Licensee and/or affiliates provided such affiliates are entitled to use the Software licensed the Appendix. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of SEAP Software and to ensure that planned modifications are in alignment with the SAP software and release strategy. The Customer COE shall also coordinate Licensee's modification notification and disclosure requirements.
- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about SEAP Software and the Customer COE within Licensee's organization.
- Remote Service Planning: coordination of remote service delivery with SAP

5.4 Customer COE Certification

If Licensee does not already have a certified Customer COE upon the Effective Date of the Appendix, Licensee must establish a certified Customer COE upon the later to occur of the following: (i) within twelve (12) months after the Effective Date, or (ii) within six (6) months after Licensee has started using the SEAP Software in live mode for normal business operations. To obtain the then-current primary Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure. Detailed information on the initial certification and re-certification process and conditions, as well as information on the available certification levels is available in SAP Service Marketplace at <http://service.sap.com/coe>.

6. FEES FOR SAP PRODUCT SPECIFIC SUPPORT:

Fees shall be paid quarterly in arrears and shall be specified in Appendices or order documents to the Agreement. After the Initial Term (as defined in Section 7 below), any limitations on increases to the SAP Product Specific Support Fees are subject to Licensee's compliance with the Customer COE requirements specified above.

7. TERM:

SAP Product Specific Support shall begin with Effective Date of the Appendix and will be provided for three months ("Initial Term"). After the Initial Term, SAP Product Specific Support shall renew at the beginning of each renewal term for the subsequent one year period (each a "Renewal Term"). Notwithstanding anything contained herein to the contrary, SAP Product Specific Support shall only be available for the time period indicated on www.service.sap.com/seap/availability.

8. TERMINATION:

SAP Product Specific Support may be terminated by either party with three months written notice (i) prior to the end of the Initial Term and (ii) thereafter, prior to the start of the following Renewal Period. Any termination provided in accordance with the above will be effective at the end of the then-current SAP Product Specific Support period during which the termination notice is received by the respective party.

For the avoidance of any doubt, termination of SAP Product Specific Support or selection to enroll in another type of SAP Support Services by Licensee pursuant to Support Services selection provisions under the Agreement shall strictly apply to all licenses under the Agreement, its appendices, schedules, addenda and order documents; and any partial termination of SAP Product Specific Support or partial selection of SAP Product Specific Support by Licensee shall not be permitted in respect of any part of the Agreement, its appendices, schedules, addenda, order documents or this Schedule.

9. OTHER REQUIREMENTS:

It is a prerequisite for the delivery of SAP Product Specific Support that a Base Support Agreement is in force for the Base Software and Licensee is current on its support fee payments under the Base Support Agreement.

In order to receive SAP Product Specific Support as described in this Schedule, Licensee shall fulfill the following requirements:

- Continue to pay all fees in accordance with this Schedule and the Base Support Agreement.
- Otherwise fulfill its obligations under this Schedule and the Base Support Agreement.
- Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote analysis of issues as part of message handling. Except for restrictions set forth in U.S. export control laws (if any) or by Licensee, such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Licensee acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488
- Maintain adequate and current records of all modifications and add-ons and, if needed, promptly provide such records to Carahsoft and SAP.
- All support messages shall be transmitted to SAP via the SAP Service Marketplace or then current SAP support infrastructure for Licensee as made available by SAP from time to time using a message-component as defined by SAP for the applicable Software under www.service.sap.com/seap/availability. Licensee's failure to assign a support message concerning the Software to the correct message-component may delay SAP's response to the support message while SAP determines and makes the appropriate assignment.
- Support messages must be in English. Licensee understands and acknowledges that SAP normally has to translate support messages that are not in English before it can work on them, which adds to the time needed to deal with them.
- In the support message, Licensee shall describe how the defect manifests itself; in some cases Licensee may have to demonstrate the defect. Licensee shall help SAP analyze the defect and support SAP Product Specific Support, if necessary deploying Licensee's own employees for these purposes.
- To enable SAP to properly provide the SAP Product Specific Support, Licensee must make available to SAP all documents concerning any alterations and enhancements made by or for Licensee that may help in the analysis of the defect. Licensee must also keep suitable, up-to-date records of those alterations and enhancements, and give SAP access to them when necessary.
- Under the condition that an SAP Solution Manager Enterprise Edition is available to Licensee under the Base Support Agreement and not otherwise stated herein the SAP Solution Manager Enterprise Edition will be used for

the delivery of all SAP Product Specific Support. Under this Schedule the right to use SAP Solution Manager Enterprise Edition is limited to the Software only and is subject to the pertinent terms and conditions of the Base Support Agreement. Therefore Licensee shall fulfill the following obligations:

- Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis, ABAP, and the latest SAP Solution Manager Enterprise Edition support packages and as required for Base Software under the Base Support Agreement.
- Establish a connection between Licensee's SAP Solution Manager Enterprise Edition and SAP and a connection between the Software and Licensee's SAP Solution Manager Enterprise Edition. Licensee shall maintain the solution landscape in Licensee's SAP Solution Manager Enterprise Edition for all Production Systems and systems connected to the Production Systems. Licensee shall maintain the Base Software and the Software in Licensee's SAP Solution Manager Enterprise Edition at least for the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition.
- To fully enable and activate the SAP Solution Manager Enterprise Edition, Licensee shall adhere to the applicable documentation.
- Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 5 above.
- Licensee shall maintain the solution landscape and core business processes in Licensee's SAP Solution Manager Enterprise Edition system at least for the Production Systems and systems connected to the Production Systems. Licensee shall document any implementation or upgrade projects in Licensee's SAP Solution Manager Enterprise Edition system.
- Submit all error messages via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or add-ons.
- Inform SAP without undue delay of any changes to Licensee's installations and Named Users and all other information relevant to the SEAP Software.

10. CHANGES TO LICENSEE INFORMATION:

In order to receive SAP Product Specific Support hereunder, Licensee undertakes to inform Carahsoft and SAP without undue delay of any changes to Licensee's installations of the Software and all other information relevant to the Software.

11. VERIFICATION:

In order to verify compliance with the terms of this Schedule, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures) (i) the correctness of the information provided by Licensee and (ii) Licensee's usage of the Solution Manager Enterprise Edition is in accordance with the rights, duties and restrictions set out in this Schedule.

12. GENERAL PROVISIONS:

SAP will adapt the scope of the SAP Product Specific Support to reflect the continuing development of the Software and technical advances, and will duly consider the justified interests of its customers when making changes. Carahsoft and SAP will give Licensee three months' prior written notice of any such change in scope. If the justified interests of Licensee are negatively affected by changes to the services, Licensee is entitled to early termination of this Schedule with effect from the time the change takes effect by giving two months' prior written notice.

Any additional Software purchases must be added to the Support by discrete contract.

13. SPECIAL NOTICE:

Licensee is hereby informed that in the event the Licensee elects not to commence SAP Product Specific Support upon the delivery of the Software, or SAP Product Specific Support is otherwise declined for some period of time, and are subsequently requested or reinstated, Carahsoft will invoice the Licensee the accrued fees associated with such time period.

Appendix 4

Address Directories

1. SUBSCRIPTION LICENSE GRANT AND RESTRICTIONS:

Carahsoft and SAP grant Licensee a non-exclusive, non-transferable, limited term license to Use the Data Quality Address Directories ("Address Directories") identified below during the Term (as specified in Section 3.1) within the country(ies) specified by SAP for the applicable Address Directory. Use of Address Directories is limited solely to Licensee's internal use to perform address cleansing in connection with SAP's Data Quality and Data Services products. This license does not permit Licensee to use the Address Directories to provide services to third parties (e.g., business process outsourcing or service bureau applications). Any individuals that Use the Address Directories must be licensed as Named Users. At SAP's request, Licensee shall deliver to SAP a report, as defined by SAP, evidencing Licensee's usage of the Address Directories. Address Directories are Proprietary Information within the meaning of the Agreement. The license granted in this Appendix for Address Directories is subject to Licensee obtaining a valid license for the SAP Data Quality or Data Services products.

Address Directories may not be used for creating a mailing list, database or other derivative work;

Address Directories may be updated from time to time: only the current version of an Address Directory may be used. Use of an older version of an Address Directory must cease upon receiving an updated version of such Address Directory. SAP may use a software utility mechanism in Address Directories that imposes time limitations to prevent the use of outdated Address Directories;

Use by Subsidiaries shall be in accordance with the Agreement and may require a separate license (see also specific directory restrictions in the "Pass Through Terms");

Use of Address Directory may be subject to additional terms and conditions required by SAP's third party suppliers ("Pass-Through Terms"), which are attached as Schedule 1 hereto and accepted by Licensee with signature of this Appendix; SAP may amend the Pass Through Terms from time to time to the extent SAP's third party suppliers amend such terms. In the event of conflict between the Pass Through Terms and the Terms of the Agreement and this Appendix, the Pass Through Terms shall control.

Certain Address Directory may be subject to geographical restrictions as outlined in Schedule 2 hereto ("Geographic Restrictions").

Except to the extent the Address Directories' third party supplier(s) makes content updates available to SAP, no content updates will be provided by SAP hereunder. In no case shall any SAP maintenance or support be provided for the Address Directories licensed herein.

"X" if Licensed	Licensed Address Directories	License Metric	Licensed Level
X	United States National Directory (Unlimited servers)	Annual Subscriptions	1

2. LICENSE FEE AND PAYMENT:

2.1 For the initial Term (as set forth in Section 3.1), Licensee shall pay SAP a subscription fee for the Address Directories licensed under this Appendix (the "Subscription Fee") of **USD 10,000**.

2.2 The Subscription Fee shall be invoiced upon execution of this Appendix and is due thirty (30) days from date of Carahsoft's invoice.

2.3 Subscription Fees are not subject to any discounts. Any discount terms of the Agreement shall not apply to the Address Directories licensed under this Appendix.

2.4 Subscription fees for Address Directories may include charges from domestic or international postal authorities or other data providers which are subject to increase upon renewal at Carahsoft's then-current fee.

3. TERM AND TERMINATION

3.1 TERM:

Notwithstanding anything to the contrary in the Agreement, Licensee agrees that the Address Directories licensed herein is on a subscription term basis as stated herein. The Initial Term of this Appendix shall be 12 (twelve) calendar months from the Effective Date of this Appendix ("Initial Term"). Provided SAP is still offering Address Directories for term licensing, upon the expiration of the Initial Term or any then-current renewal term, the options for this Appendix can be exercised upon 90 day written notice at the then current Subscription Fee and terms offered by SAP for Address Directories for an additional 12 (twelve) calendar month term ("Renewal Term") at the end of the Initial Term and each subsequent Renewal Term unless terminated as permitted in this Section 3. After the Initial Term, this subscription license may be terminated by either party with 90 days written notice prior to the start of the following Renewal Term. Any termination must be in writing to the affected party and will be effective at the end of the then-current Initial/Renewal Term during which the termination notice is received by SAP. However, after the Initial Term, in the event of a price increase or material change in terms during the Term, Licensee shall have 60 (sixty) days from receipt of notice from SAP of such increase/material change to terminate the affected portion of the license in its entirety (that is the complete particular Licensed Address Directory and Total Licensed Level) within 60 (sixty) days of receipt of SAP's notice of such change. In the event Licensee does not notify SAP in writing of termination during such 60 (sixty) day period, the Subscription Fee and/or terms will be adjusted accordingly.

3.2 TERMINATION:

3.2.1 Pursuant to this Section 3, Carahsoft, SAP and Licensee agree as follows: in the event this Appendix 4 terminates:

(a) All Address Directories, Documentation, and related Proprietary Information shall be returned to SAP in accordance with section 4.2, End of Term Duties, of the Agreement; and (b) this Appendix shall terminate, and Section 4.2, End of Term Duties, shall become immediately effective and all Licensee Use rights shall cease.

3.2.2 Carahsoft and SAP may terminate this Appendix in whole or in part in the event a third-party supplier for Address Directories may elect to terminate or not renew Carahsoft's and SAP's right to distribute Address Directories or to provide updates during the Term of Licensee's subscription. In such case, Licensee's sole remedy will be to receive a refund of fees for the portion of the subscription for which Licensee is unable to use such Address Directories, unless otherwise stated in the Pass-Through Terms;

4. **DELIVERY:** Initial delivery of the above-specified Address Directories licensed hereunder is estimated to take place in June, 2011 and will be made by making such Software available for download or other electronic transmission to Army's location at: 9350 Hall Road, Suite 326, Ft. Belvoir, VA 22060. Licensee agrees and understands that the calculation and payment obligation for sales tax in accordance with applicable state sales tax laws, which shall be the responsibility of Licensee, may be affected by the delivery method, and the delivery location (as specified above), of the Address Directories as addressed herein.

5. WARRANTY AND LIMITATION OF LIABILITY:

- 5.1 **Warranty:** Subject to the conditions and limitations set forth in this Section 5 of this Appendix and Sections 6.1 and 6.2 of the Agreement (where, for the aforementioned Sections from the Agreement, Address Directories shall be treated in the same manner as Software), SAP warrants that the Address Directories will substantially conform to the functional specifications contained in the Address Directories' Documentation for six (6) months following the Appendix Effective Date (the "Warranty Period") when Used without material alteration on the Designated Unit(s). SAP's warranty is subject to Licensee providing SAP necessary access, including remote access, to the Address Directory.

- 5.2 **WARRANTY REMEDY:** LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR ANY DAMAGES OR LOSS IN ANY WAY CONNECTED WITH A BREACH OF THE WARRANTY PROVIDED IN SECTION 5.1 HEREOF, WHETHER DUE TO SAP'S NEGLIGENCE OR BREACH OF ANY OTHER DUTY, SHALL BE, AT SAP'S OPTION: (I) TO BRING THE PERFORMANCE OF THE ADDRESS DIRECTORY INTO SUBSTANTIAL COMPLIANCE WITH THE FUNCTIONAL SPECIFICATIONS; OR (II) RETURN OF AN APPROPRIATE PORTION OF ANY PAYMENT MADE BY LICENSEE WITH RESPECT TO THE APPLICABLE PORTION OF THE ADDRESS DIRECTORY THAT IS THE COMPLETE PARTICULAR LICENSED ADDRESS DIRECTORY AND TOTAL LICENSED LEVEL, NOT TO EXCEED THE SUBSCRIPTION FEES FOR ONE YEAR PAID UNDER THIS APPENDIX.

- 5.3 LIMITATION OF LIABILITY:** In no event shall Carahsoft's or SAP's total liability for damages of any kind or nature in any way arising from or related to the Address Directories licensed hereunder exceed an amount equal to the annual Subscription Fee paid under this Appendix in the twelve (12) month period prior to the date of the claim.
- 5.4 THIRD PARTY SUPPLIER LIABILITY:** Carahsoft's and SAP's third party suppliers shall have no liability to Licensee or any third party as a result of Licensee's use of the Address Directories or any services Licensee receives related to the use of the Address Directories.

Schedule 1 to Appendix 4 effective upon contract award.

Geographic Restrictions

USPS products may only be sold in the US and are not available outside of the US:

- US NATIONAL DIRECTORY PRODUCTS MAY BE LICENSED GLOBALLY.

VALIDITY OF OFFER: The validity of this Reseller Order Form will expire June 28, 2011 unless sooner executed by Licensee, or extended in writing by Carahsoft Technology Corp. The Effective Date of this Order Form shall be the last date signed below.

SOFTWARE ORDER FORM ACCEPTED AND AGREED

Carahsoft Technology Corporation

By: _____

Name: _____

Title: _____

Date: _____

United States (US) Army

By: _____

Name: _____

Title: _____

Date: _____

ADDED VALUE ITEMS

In addition to the items requested in the US Army's RFQ, Carahsoft Technology Corp. will provide the US ARMY with many best value components including:

SAP SAPPHIRE Passes: SAPPHIRE is the annual SAP User Conference, offering unparalleled insights and networking opportunities all in one place. At SAPPHIRE, decision makers from enterprises around the world meet to formulate solutions that can accelerate innovation and stimulate growth, as well as learn how to collaborate, decide, adapt, and operate better with SAP using the latest business strategies and industry best practices from SAP customers, partners, executives, and industry experts.

- ☐ 5 complimentary passes to SAP SAPPHIRE 2012
- ☐ 5 complimentary passes to SAP SAPPHIRE 2013

Executive Sponsorship – For the duration of this Contract, Carahsoft will provide, at no additional cost, a governance team sponsored by Carahsoft's President, Craig P. Abod. The primary purpose of this team is to assist the US Army Executive Management in the oversight of this project and provide the necessary support to help ensure the overall success of the US Army's program. Mr. Abod will meet annually with the US Army and Carahsoft. Dedicated Account Management – In support of the Contract, Carahsoft Technology Corp. will provide a focused account manager that will be dedicated to supporting your requirements and this Contract. This Account Manager will be responsible for all aspects of Contract management and is fully trained in all the sales and configuration of all SAP Products. All sales, order management, and contracting functions will be overseen by this individual and includes:

- ☐ Assistance with the License Distribution Procedures established by the Contract
- ☐ Product expertise/assistance

- ☐ Configuration assistance
- ☐ Support for downloads
- ☐ Support for customers migrating from existing license contracts
- ☐ Contracts Questions
- ☐ Assistance with Product Version, updates and upgrade questions

Quarterly Product Overview Webcasts – At no additional cost to the government, Carahsoft Technology Corp. shall provide a quarterly product overview webcast to the US Army. These webcasts shall include information regarding new product releases, product patch/ upgrade information or short training webcasts should the need arise and educate users on:

- ☐ The terms of the Contract
- ☐ Software available on the contract
- ☐ Updates and upgrades as they become available
- ☐ New technologies that become available

These webinars will also be archived and housed on the Contract website so users can view them on demand.

Dedicated Phone Lines – In addition to the direct access you will have to Carahsoft service representatives for maintenance and technical support, Carahsoft will provide a dedicated phone line to be used exclusively for activities supporting this Contract. Both toll and toll-free lines will be made available. Additionally, this phone line will be answered by a “pool” of individuals. Consequently, during regular business hours, this line will always be answered by a live person and customers will not be routed to voicemails. The use of this line helps to enable immediate customer service/ action to take place. Dedicated Contract Website – Carahsoft will develop and maintain a website, www.carahsoft.com/saparmy, that will be dedicated to this Contract. This website shall include materials such as:

- ☐ Contract Information
- ☐ Contract FAQ Document
- ☐ Product Information
- ☐ Catalog/ Pricing Information
- ☐ Additional Contractual Information

Dedicated Email Address – Additionally, a dedicated email address will be created in support of this Contract – sap-army@carahsoft.com. As with the phone lines, these email aliases would be routed to all individuals at Carahsoft Technology Corp. that support this Contract. In this manner, any inquiries received via email would be addressed as quickly as possible and would once again enable the quickest execution for all customer service actions.